



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

MEMO

To: Board Members

From: Jesse Bacon, Superintendent *JB*

Date: April 26, 2022

Re: C&H Audio Visual Services - Graduation 2022

Attached is an Agreement with C&H Audio Visual Services, a vendor through the Kentucky State Fair Board, to provide audio/visual services for the 2022 Graduations at Broadbent Arena on May 20, 2022. Eric Farris has reviewed the agreement and found it to be acceptable as to form and legality.



4850 Crittenden Dr Suite 3F
Louisville KY 40209
Phone : 502-637-4595
Fax : 502-637-4596

Hold No.: 220361
Version No.: 1
Terms: In Advance
Salesperson: Corey Smith

| Show Information | | Client PO#: | |
|------------------|---------------------------------|-------------|---------------------|
| Show | Bullitt County Graduation | Site: | KY Expo Center |
| Contact: | Betsy Nunn | | 937 Phillips Ln |
| Client: | Bullitt Central High School | | Louisville KY 40209 |
| | 1040 Hwy 44E | Room: | Broadbent Arena |
| | Shepherdsville KY 40165 | Site Ph: | |
| Phone: | (502)869-6000 | Contact: | |
| Mobile: | | | |
| Email: | betsy.nutt@bullitt.kyschools.us | | |

Schedule

| Schedule Remarks | Date | Time |
|------------------|------------|-------------------------|
| Load -In | 05/20/2022 | 9:30 AM |
| Start Date | 05/21/2022 | 11:00 AM |
| End Date | 05/21/2022 | 8 ³⁰ 6:00 PM |
| Strike | 05/21/2022 | 8 ³⁰ 6:00 PM |

Equipment

| Qty | Item Description | Days | Unit Price | Gross Total | Extended Total |
|---------------|---|------|------------|-------------|----------------|
| 1 | Cherry Wood Podium | 1.00 | 75.00 | 75.00 | 75.00 |
| 2 | Mic - 16" Condensor Gooseneck Shockmount | 1.00 | 30.00 | 60.00 | 60.00 |
| 3 | Mic - AE5100 Large Diaphragm Condensor | 1.00 | 30.00 | 90.00 | 90.00 |
| 3 | Mic Stand - Boom Stand | 1.00 | 0.00 | 0.00 | 0.00 |
| 1 | Digital Console - Midas M32 | 1.00 | 150.00 | 150.00 | 150.00 |
| 2 | Speaker Powered 8" EV | 1.00 | 45.00 | 90.00 | 90.00 |
| | audio monitor on stage for singer as well as for school faculty on stage for podium mic to be heard | | | | |
| 1 | Audio Patch - Computer | 1.00 | 20.00 | 20.00 | 20.00 |
| 2 | Direct Box | 1.00 | 20.00 | 40.00 | 40.00 |
| Section Total | | | | | 525.00 |
| 2 | Adapter - 1/4" TRS - Male XLR | 0.00 | 0.00 | 0.00 | 0.00 |
| 1 | Adapter - 1/4" TRS - Female XLR | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | XLR Cable 100' | 0.00 | 0.00 | 0.00 | 0.00 |
| 1 | Cable - 1/4" Instrument | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 | XLR Cable 50' | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 | AC Cable Black - 50' | 0.00 | 0.00 | 0.00 | 0.00 |
| 2 | AC Power Strip | 0.00 | 0.00 | 0.00 | 0.00 |
| 1 | 48" Rolling A/V Cart | 0.00 | 0.00 | 0.00 | 0.00 |
| 1 | Skirt - 48" A/V Cart / Tripod Screen | 1.00 | 0.00 | 0.00 | 0.00 |
| 1 | Snake - 16Ch XLR x 4Ch 1/4" Returns - 100' | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | |
|---|---------------|------|-------|-------|-------|
| 2 | AC Triple Tap | 1.00 | 0.00 | 0.00 | 0.00 |
| 1 | Van Delivery* | 1.00 | 50.00 | 50.00 | 50.00 |

Labor

| Qty | Personnel | Task | Start Date | ST Hrs | OT Hrs | ST Rate | OT Rate | Subtotal |
|-----|-------------------|--------|---------------------|--------|--------|---------|---------|----------|
| 2 | Audio Technician* | Set | 05/20/2022 09:30 AM | 1.50 | | 75.00 | 112.50 | 225.00 |
| 1 | Audio Technician* | Show | 05/21/2022 10:00 AM | | 10.50 | 75.00 | 112.50 | 1181.25 |
| 1 | Audio Technician* | Strike | 05/21/2022 08:30 PM | | 1.00 | 75.00 | 112.50 | 112.50 |
| 1 | Technician Labor* | Strike | 05/21/2022 08:30 PM | | 4.00 | 75.00 | 112.50 | 450.00 |

Show Remarks

| | |
|---------------------|-------------------|
| Equipment | \$525.00 |
| Labor | \$1,968.75 |
| Misc | |
| Freight | \$50.00 |
| Service Charge | |
| Subtotal | \$2,543.75 |
| Discount | (105.00) |
| Sales Tax | \$28.20 |
| TOTAL AMOUNT | \$2,466.95 |

* Non-Discountable Item

AGREEMENT

RENTAL TERMS AND CONDITIONS

HOURS OF OPERATION: Our office hours are 8am - 5pm Monday through Friday with emergency hotline available. Our offices are closed on Nationally Recognized Holidays.

24-HOUR SERVICE: A technician is on call 24-hours to serve our customers by dialing (800) 638-9004. Services required on short notice may be subject to minimum labor charges and equipment substitution based on availability.

PAYMENT: All orders are to be paid in ADVANCE or invoiced with approved credit. If not paid within these terms, Customer agrees that the invoice shall be subject to interest from the due date; and if not paid, Customer agrees to pay all of C & H's cost of collection, including attorney's fees. Acceptable forms of payment are cash, company check, Mastercard, Visa, Discover or American Express. Personal checks are accepted with proper identification. The Customer agrees to pay a service charge of \$35.00 applied to each returned check accepted for payment by C & H.

RESPONSIBILITY: The Customer accepts full financial responsibility for rental items and accessory items from the time of receipt or delivery until the time of return to C & H personnel. The Customer agrees to return said equipment to C & H in the same good condition and working order as upon delivery. Customer agrees to immediately notify C & H of any and all problems or concerns; or will accept all financial responsibility for the equipment in their possession. C & H will use reasonable efforts to assist Customer in complying with its corporate policies as furnished to C & H; provided, that C & H will not be held liable to the Customer or any other party for failure to adhere to the Customer's corporate policies, except due to C & H's willful misconduct or gross negligence.

INDEMNIFICATION: The Customer shall indemnify and hold harmless C & H Audio Visual Services, Inc. for any loss, injury, damage, expense (including reasonable attorneys' fees and costs), and claim or demand, arising out of, connected with, or in any manner related to, any act, omission, or decision made in good faith while performing services for the Customer from and after the Effective Date and for any loss, damage of other injury to property or person which occurs as a result of Customer's use of C & H's property.

CHARGES: The Customer agrees to pay all rental charges for the equipment delivered at the daily rates set forth in the agreement for each day or partial day until the equipment is returned to C & H.

CANCELLATIONS: Rental orders cancelled upon delivery will be charged 100% of one day's rental charge for equipment plus any applicable labor and delivery charges. Orders cancelled within 14 days of delivery may be subject to fees.

FORCE MAJEURE: C & H shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond C & H's control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. C & H shall give Notice within ten (10) days of the Force Majeure Event to the Customer, stating the period of time the occurrence is expected to continue. C & H shall resume the performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event.

COVID-19 WAIVER: Customer agrees to indemnify, defend and hold C & H harmless from any and all loss, injury, damage, expense (including reasonable attorneys' fees and costs) from any person contracting COVID-19 at Customer's event and Customer agrees to obtain from each attendee of such event a signed or acknowledged waiver substantially similar to the one below:

By signing below, you are acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending this event, you and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold C&H Audio Visual Services, Inc. or any of its affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury incurred or suffered as a result of my attendance at this event.

Signature hereby grants C & H Audio Visual Services, Inc. the exclusive right to provide the rental equipment, labor and services listed within this quotation. Additional items are to be approved by Customer and billed appropriately.

I HAVE READ AND AGREED TO THE TERMS CONTAINED ABOVE:

Signature

220361

Date

Print Name