



# Issue Paper

**DATE:**

5/31/20222

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve contract with Cincinnati Music Hall to hold the Scott High School 2023 Junior-Senior Prom on May 20, 2023

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of Board

**HISTORY/BACKGROUND:**

Scott High School would like to hold their 2023 prom at Cincinnati Music Hall on May 20, 2023.

**FISCAL/BUDGETARY IMPACT:**

Students will purchase prom tickets at \$50 or less. Money will be deposited into the Class of 2024 and venue will be paid for from this activity account.

**RECOMMENDATION:**

Approval to sign contract with Cincinnati Music Hall for the Scott High Schools Junior-Senior Prom venue and food service and approve the prom ticket cost.

**CONTACT PERSON:**

Megan Snow, Class Sponsor

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

# C I N C I N N A T I MUSIC HALL

## Agreement for Rental of Facility

This Agreement is entered at Cincinnati, Ohio, on May 27, 2022 between: Cincinnati Arts Association ("CAA") pursuant to and in accordance with a Facilities Management Agreement between CAA and Music Hall Master Tenant, LLC dated September 27, 2016, and Scott High School (hereinafter "Lessee"):

Contact Name:	<b>Megan Snow</b>	Phone:	<b>859-866-7300</b>
Address:	<b>5400 Pride Parkway</b>	Phone:	
City/State/Zip:	<b>Taylor Mill, KY 41015</b>	E-Mail:	<b>Megan.snow@kenton.kyschools.us</b>

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the parties agree as follows:

1. **Event Specifics:** This rental agreement is specifically for a private function. No tickets will be sold to the general public for admission, and no merchandise or concessions will be sold unless specifically noted within this Agreement. The event consists of Scott High School Junior and Senior Prom. Lessee will provide CAA with copies of all plans for the Event, insofar as they impact Lessee's use of the rented space(s). The estimated attendance will be 350-400.

2. **Identity of space/s, rental rate(s):**

Space/s:	<b>Music Hall Ballroom</b>		
Day/s/ Date/s/times(s):	<b>Saturday May 20, 2023</b>		
Doors Open:	<b>6:30 PM</b>	Start time:	<b>7:00 PM</b>
		End Time:	<b>11:00 PM</b>
Client Permitted access:	<b>8:00 AM – 11:59 PM</b>		

Rental Rate:	<b>\$ 5200 Ballroom Rental Package</b>
Beverage Service:	<b>TBD</b>
	<b>A formal estimate will be prepared and agreed-upon if</b>
Other Charges:	<b>event necessitates further charges.</b>
TOTAL CHARGES:	<b>\$ 5200 + Beverage Invoice</b>

Deposit:	<b>\$ 2600.00</b>	Due:	<b>7-27-2022</b>
Certificate of Insurance		Due:	<b>4-1-2023</b>
Balance:	<b>\$ 2600.00 + Beverage Inv.</b>	Due:	<b>5-20-2023</b>

**Head count for beverage service due no later than 48 hours prior to event.**

The parties enter into this agreement understanding that "bar service" and "other charges" may not be defined until a later date. This omission will not otherwise affect the validity of this agreement, and the parties agree to update such information as it is subsequently confirmed and agreed upon, in writing, and further acknowledge that any "balance due" will be updated to reflect such changes.

*Deposit is non-refundable, and reservation of the rental space(s) is not final until the deposit has been fully paid by cash, certified check, money order, cashier's check, or credit card (deposit must accompany signed contract). Until such time, CAA may enter agreements with others to lease the rented space(s). The balance due must also be timely paid, failing which Lessor reserves the right to cancel this Agreement. In the event that Lessee cancels Event, additional charges may be due for obligations incurred for non-cancellable equipment/services. In the event Lessee fails to fully vacate the rented space(s) by the*

time specified above as end of Event, Lessee shall pay as additional compensation to CAA the sum of \$ **350** for each hour or portion thereof.

**Credit card payments can be accepted online – for additional information, and for assistance in making a payment using a credit card, please contact CAA's offices directly at 513-744-3344.**

3. **Labor and equipment:** CAA shall determine, based upon the time and character of the Event, the staff, equipment and resources required to present Lessee's Event. Lessee will pay CAA's prevailing rates for labor and equipment either owned and controlled by CAA and not included in the rental rate, or rented and contracted on behalf of Lessee. CAA facilities are served by Cincinnati Stage Employees Local #5 and Cincinnati Theatrical Wardrobe Union Local #864, whose jurisdictions include all theaters and other areas when theatrical equipment is used and/or required by contract or yellow card. Lessee must honor all union contracts where applicable.
4. **Catering:** CAA has licensed a select group of professional catering companies to provide catering services within Music Hall (visit CAA's website and/or contact the Rentals Manager for additional information). Should Lessee desire catering services in connection with their event, they will be encouraged to utilize one of these companies. A catering commission will be included in the caterer's invoice to cover their use of Music Hall's facilities and equipment.

Catering company: TBD Contact: \_\_\_\_\_

*Lessee acknowledges that CAA holds a permit for the sale of alcoholic beverages issued by the State of Ohio, which subject CAA and all licensees and lessees to regulations promulgated by the Ohio Liquor Commission. No alcohol of any sort may be brought upon the premises or served therein except by the licensed liquor permit holder, CAA.*

5. **Safety and Security:** The rented space(s) at all times shall remain subject to the oversight of CAA, which retains the right to protect the safety of all persons and the security of CAA's property upon the premises, as well as ensure compliance with all applicable laws and regulations. In the event that CAA, in its sole judgment, determines that a violation has occurred or is about to occur, it may take such steps (including refusal of service or admittance) as it deems necessary. At all times, Lessee shall keep attendance within the stated capacity of the rented space(s). In the event that CAA determines that an emergency exists (including, but not limited to, a weather-related emergency, a bomb threat, a threat of terrorist activity or biochemical hazard, fire alarm, or an unruly audience that poses a significant threat to human safety or to property), CAA will advise Lessee, who shall promptly follow all instructions of CAA.
6. **Insurance and Indemnification:** CAA maintains general liability coverage, and Lessee acknowledges that such insurance is for CAA's own benefit and CAA shall be under no obligation to obtain insurance for or on behalf of Lessee or to protect Lessee's interests herein. While private events are not required to obtain their own insurance, events which are open to the public shall be required to secure general liability coverage which names CAA and Music Hall Master Tenant ("MHMT") as an additional insured, in an amount not less than two million dollars per occurrence. To the extent permitted by Ohio Law, Lessee agrees to hold CAA, MHMT, its officers, trustees, employees and volunteers, the City of Cincinnati as owner(s) of the premises harmless from all damages, defense costs, fines, penalties and other costs or expenses incurred as a result of any claim brought or legal action filed, caused by Lessee's projected or actual use of the rented space(s). Lessee shall secure and maintain workers compensation coverage as necessary to comply with Ohio Workers Compensation laws, and for any failure thereof Lessee will indemnify and hold CAA harmless from all claims, costs, charges, penalties, fees and defense incurred as a result of any failure to comply.
7. **Included in Rental:** Lessee shall be entitled to use and occupy the rented space(s) upon the dates and times specified herein and subject to all conditions imposed. The rented space shall include the principal space identified herein, and also the non-exclusive use of such common areas, dressing rooms, rest rooms and other associated areas as shall be designated by CAA from time to time, for the use of which Lessee shall have the same liabilities and obligations as it has for the principal venue. CAA reserves the right to license other parts of the building in which the rented space(s) is located to others at the same time as the premises are being used by Lessee. Uses of the lobbies and other public and support areas made available to Lessee are at the discretion of CAA and may be concurrent with the use by others or may be restricted as CAA may determine. Lessee further agrees not to disrupt, hinder or diminish any other lessee's use, or CAA's use, of other parts of the building.
8. **Prohibited or Not Included in Rental:** Lessee shall have no right to sublet or sub-license any space or right acquired herein. Lessee shall not exceed posted capacities for the rented space(s). Lessee shall not obstruct any exit doors, exit signs, emergency lights, safety equipment or ventilating system components. Lessee shall not place within the lobbies, corridors or foyer any exhibit or other impediment to attendees without the written approval of CAA. All decorations, furnishings, equipment, booths and exhibits must conform to all federal, state and municipal ordinances, laws, rules and regulations, including orders of the Division of Buildings, the Divisions of Fire and the Department of Safety of the City of Cincinnati, the Ohio Fire Marshall and the Fire Underwriters. No alterations shall be made to the premises, nor any item attached to any wall, floor or other surface thereof, without the written permission of CAA. In the event that any changes are made or any items attached, any damages occasioned thereby will be repaired and the rental space(s) restored to their original condition at Lessee's cost.

9. **Royalties and Performance Rights:** Lessee warrants and represents that all copyrighted materials will be performed or produced only with the express permission, or under licensing or authorization, by the copyright owners or their representatives. Lessee will indemnify and hold harmless CAA, its trustees, officers, employees and agents, against all claims, losses, liability, actions and expenses (including legal expenses and fees) arising out of a copyright license agreement or infringement claim or both. Lessee submits to the jurisdiction of the courts of Hamilton County, Ohio and/or the United States District Court for the Southern District of Ohio, Western Division, for the determination of any dispute relating to this article. No broadcasting or cable casting, motion picture Internet/streaming or other transmission or recording rights or privileges (hereinafter "Reproduction Rights") are conferred by this Agreement, and such activities are prohibited unless separately permitted by written consent of CAA. In the event that Lessee wishes to exercise Reproduction Rights, it will pay such additional charges as CAA shall determine, and shall pay for additional costs for stagehands, miscellaneous labor and equipment as may be required. Lessee shall further make arrangements to pay additional royalties and/or performing fees to all authors, license holders and performers.
10. **Fire Clause:** In the event the rental space(s) or a significant portion of the building in which the rental space(s) are located is damaged or destroyed by fire or other casualty to an extent sufficient to prevent the full use of the rental space(s) contemplated under this agreement, then this lease shall cease and be utterly void unless within ten days after the occurrence of said damage, CAA in writing shall notify Lessee that said damage will be repaired in time to permit the use of the rental space(s) contemplated under this agreement.
11. **Compliance with Law:** Lessee shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities. Lessees shall obtain any license or permit which may be required for its particular use of the Facility. Lessee shall not undertake any act, which CAA concludes may jeopardize any license or permit, held by CAA or a licensee of CAA. Lessee shall not render or allow any person acting under it to render the rented space(s) inaccessible to disabled persons or otherwise cause the Facility to be out of compliance with Titles II and III of the Americans with Disabilities Act (ADA). In the event that any act is done which may cause the Facility to be out of compliance with the ADA, Lessee shall immediately remove the cause and return the Facility to compliance. In the event of any violation or claimed violation under this section, Lessee shall pay and save CAA and the owner of the facility harmless from any and all damages, loss and liability of any kind, including attorneys fees and costs of defense, resulting from its actions or failure to act (or such act or failure to act of any person on the premises under the auspices of Lessee. Lessee shall, at its own cost and expense, defend and protect CAA, its trustees, officers, employees and volunteers, against any and all such claims and demands. If Lessee fails promptly to comply with such provisions, CAA may (but shall not be obligated to) do so, and all costs and expenses will be paid or reimbursed by Lessee.
12. **Non-Performance:** CAA shall not be responsible for any change of conditions or latent defects in the premises, nor for damage or theft to any person or property therein; for damage occurring during the setting up, performance or dismantling of any performance or exhibit or equipment, or during the operation of such performance or exhibit or equipment; nor damage or injury caused by the negligence of Lessee or by reason of such usage. Adverse weather conditions shall not limit or otherwise restrict the obligation of either party to perform under this Agreement unless of such intensity as to cause or threaten destruction of the Facility.
- Either party shall be relieved of its obligation under this Agreement, if rendered unable to perform by virtue of any of the following, which shall be determined in CAA's sole discretion:
- (a) Destruction of a relevant portion of the Facility or the building in which the Facility is located, rendering use of the same unsafe or impracticable;
  - (b) Destruction or physical damage to equipment which is designated or required by Lessee, rendering such use of equipment unsafe or impracticable;
  - (c) Termination or modification of CAA's authority to operate the Facility or any equipment therein;
  - (d) Any act, order, directive or regulation of a public or governmental authority which renders performance under this Agreement impossible or impractical;
  - (e) Labor difficulties, civil tumult, strike, epidemic or other cause beyond the control of the parties, which renders the performance impossible or impractical.
13. **Cancellation or Termination:** CAA may terminate and cancel this lease for the violation of any provision or condition thereof. In the event that CAA determines that Lessee's use of the premises is likely to cause damage to the rented space(s), its furnishings or equipment, likely to cause injury to persons lawfully on the premises, or likely to violate any law, ordinance or other regulation, CAA will notify Lessee in writing and extend Lessee the opportunity to address and resolve such concerns. Any refund of amounts paid by Lessee in the event of termination under this provision shall be at the sole discretion of CAA.
14. **Resolution of disputes:** In the event that a dispute arises over the interpretation of this Lease Agreement, or over the performance or obligation of any party hereto, the parties shall negotiate in good faith to find a mutually acceptable resolution that reduces the detriment to each, and permits them to perform their other obligations hereunder. In the event that the parties are unable to resolve the dispute among them, they shall promptly submit it for mediation to the Center for Resolution of Disputes, Inc., of Cincinnati, Ohio, a non-profit organization that has as its principal purpose the amicable resolution of

disputes. Each party shall participate in the mediation process in good faith, in accordance with such organization's mediation rules then in effect. In the event that the parties are not able to reach a mutually acceptable resolution through the mediation process, they shall submit the dispute for arbitration to The Center for Resolution of Disputes, Inc., of Cincinnati, Ohio, in accordance with its arbitration rules then in effect. A Report and Award of such body shall be binding upon the parties, and shall be enforceable in a court of law as an arbitration award, in accordance with Chapter 2711 of the Ohio Revised Code. The parties shall equally share the filing fees and direct costs of mediation or arbitration, to the extent that such fees or costs are determined by the rules of the applicable organization. Each party shall pay all other expenses (such as attorney fees, witness fees, deposition fees and the like) that it incurs to present its case, except to the extent that the arbitration award shall tax such expenses to the other party. In the event that either party shall apply to a court for any relief (legal or equitable) arising in any manner under, or relating in any manner to, this Lease Agreement, the mediation agreement or the arbitration award, jurisdiction shall be exclusive in the Hamilton County, Ohio, Municipal court (to the extent of its monetary and subject-matter jurisdiction), the Court of Common Pleas of Hamilton County, Ohio, or the United States District Court for the Southern District of Ohio, Western Division, at the option of the filing party.

15. **Other terms and conditions:** Animals can only be allowed access to the Facility with advance written permission of the Music Hall General Manager. However, service animals will have unrestricted access to all areas serving their humans. CAA reserves the right to monitor and determine appropriate sound levels within the rented space(s). Weapons and firearms are not permitted in the rented space(s) at any time, and the use of realistic props must be advanced with Music Hall event staff. No parking is allowed in loading areas unless specifically authorized in advance. By state and local ordinance, smoking is not permitted anywhere in the rented space(s). Any use of open flames or special effects (candles) must be authorized in advance by the Director of Operations, as a permit may be required.
16. **Notices and Responsible Persons:** The following person is designated and authorized as primary contact for Lessee, prior to and during the event, to make all necessary decisions related to schedule, activities and budgetary concerns.

The following persons, addresses and communications numbers shall be used in all notices, correspondence and other official communications relating to this Agreement:

LESSEE: c/o authorized officer

CINCINNATI ARTS ASSOCIATION:

Name	<u>Megan Snow</u>	c/o	Todd Duesing
Company	<u>Scott High School</u>		VP & Chief Operating Officer
Address	<u>5400 Pride Parkway</u>		Cincinnati Music Hall
City/State/Zip	<u>Taylor Mill, KY 41015</u>		650 Walnut Street
Phone	<u>859-866-7300</u>		Cincinnati, OH 45202
Phone 2		Phone:	(513) 744-3344
E-mail	<u>Megan.snow@kenton.kyschools.us</u>	E-mail	tduesing@cincinnatiarts.org
Tax ID No.			

IN WITNESS WHEREOF the parties have executed this Agreement on the date(s) set forth opposite their respective signatures, each signer representing that s/he is fully authorized to execute such agreements on behalf of the party.

By: \_\_\_\_\_

Authorized Officer

Megan Snow

Print Name

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Todd Duesing, VP & Chief Operating Officer

\_\_\_\_\_  
Date