



# Issue Paper

**DATE:**

11/11/2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve contract with Carters Cave and Scott High School for Cross County Camp lodging for July 31-August 2, 2023.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of Board

**HISTORY/BACKGROUND:**

Scott High School Cross Country team will be holding a team bonding, practice camp at Carters Cave for July 31-August 2, 2023. Students will be asked to pay a trip fee of \$115 each to help pay for the trip.

**FISCAL/BUDGETARY IMPACT:**

Scott High School Cross Country activity fund

**RECOMMENDATION:**

Approval to contract with Carters Cave and Scott High School for Cross County Camp lodging for July 31-August 2, 2023.

**CONTACT PERSON:**

Zac Triplett

  
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.



## KENTUCKY STATE PARKS

"the nation's finest"

### KENTUCKY DEPARTMENT OF PARKS GROUP CONTRACT

Status: Definite

Park Name: Carter Caves State Resort Park  
Park Address: 344 Caveland Drive  
Olive Hill, Kentucky 41164

Date Booked: Tuesday, October 25, 2022  
Group Code: 4105

Coordinator: Matt Moore CC  
Phone: 606-286-7004  
Fax: 606-286-0471  
Email: [matta.moore@ky.gov](mailto:matta.moore@ky.gov)

This Agreement is made and entered into as of this Tuesday, October 25, 2022 by and between Carter Caves State Resort Park (hereinafter referred to as "Hotel") and Scott High School Cross Countr ("you", "your", or "Group"). (The Hotel and the Group may be collectively referred to as the "Parties"). Group agrees that the terms of this Agreement are based upon the information provided by Group above.

The Hotel agrees to hold the space and guest rooms listed in this agreement on a first option tentative basis until **Friday, June 30, 2023**. If this agreement is not fully executed by Group and Hotel by **Friday, June 30, 2023** the Hotel will release the space. If an alternate request is received for same date(s) of contract, the Hotel will notify you and allow forty-eight (48) hours from Hotel notification to return this signed contract/agreement.

If this agreement is not fully executed, including receipt of a non-refundable deposit by **Friday, June 30, 2023** the space and guest rooms requested will be released.

#### GROUP INFORMATION

Group Name: Scott High School Cross Countr  
Representative: Zachary Triplett  
Address: 5400 Pride Parkway  
Taylor Mil, KY 41015  
Phone: (513) 600-8761 Fax:  
Email: [zachary.triplett@kenton.kyschools.us](mailto:zachary.triplett@kenton.kyschools.us)  
Arrival: Monday, July 31, 2023  
Departure: Wednesday, August 2, 2023  
Tax Exempt: Exempt Certificate # \_\_\_\_\_ (Copy of certificate must be provided.)

As this contract applies to property owned by the Commonwealth of Kentucky, if the non-governmental signatory/group to this agreement fails to disclose/identify/give notice to the Park of any of the following information at the time of contract, **this contract shall terminate and any deposit shall be forfeited:**

- (1.) An event that charges a fee to the public;
- (2.) A for-profit event wherein commercial business is being transacted on Department of Parks property;
- (3.) An event that requires liability insurance; or
- (4.) An event that requires a damage deposit, security or a special use permit.
- (5.) Misrepresentation of group name/event/purpose.
- (6.) Presentation of ID may be requested as proof of identity of the signing Client.

Such events/groups include, but are not limited to, clubs, fraternities, sororities, public interest or advocacy groups, concerts, running events, tradeshow, etc.

### ACCOMMODATIONS & RATES

#### Accommodations

Date	Rooms
7/31/2023	6
8/1/2023	6
<b>Total</b>	<b>12</b>

#### Room Night Only Rates

Room Type	Single Rate	Double Rate
2 Bedroom Cottage x 6	\$189.95	\$189.95

*A fee of \$10.00 per each additional adult after 2 adults in the lodge rooms will be added to the above rates*

**Due to the variety of room types, reservations are not guaranteed to be in the same section of the building or cottage area.**

State Transient Tax of 1.24% and Carter County Tourism Tax of 3% are added to all accommodations, regardless of group's exempt status; Kentucky Sales Tax of 6% will then be added to those groups not tax exempt.

**Applicable resort fee added for each night of your lodge or cottage stay. This fee will help maintain and preserve America's most complete state park system with general upkeep and improvements at each park.**

**Rooms and cottages are available for check-in after 4:00 PM.**

Check out time in the cottages is 10:00 a.m. (EST), and 11:00 a.m. (EST) in lodge rooms. Any rooms remaining occupied after check out time may be subject to an additional charge.

If rates for the time period requested by a group are not established at the time this contract is signed, the standard published rates will be applied once they are set by the Department of Parks and will be assumed to be acceptable by the group. It is the responsibility of the group's booking party to confirm future rates.

#### **Room Reservations to be made by:**

\_\_\_\_\_ Rooming List – must be received by **Friday, June 30, 2023.**

This list must include the name and "share-withs" of each guest, the type of sleeping room desired, the arrival and departure date of each guest. Requests are noted but are not guaranteed.

Group will automatically guarantee all reservations made by a rooming list. If a guest identified on the list does not check-in, the Group's Master Account will be charged for the first night of all no-shows and cancellations that occur within 48 hours prior to arrival.

Your room block will be held until 5:00pm, **Friday, June 30, 2023.** Unused accommodations will be released on **Friday, June 30, 2023.** After this date, room reservations will be subject to availability and will be accepted at the prevailing rate of the day.

**We are pet friendly.** There is a \$30/stay PET FEE if a guest chooses to bring a pet for 1 lodge room and \$50/stay if a guest chooses to bring a pet for the cottage. At check in, a copy of the Pet Policy will be provided and a Pet Waiver will need to be signed and agreed to by the individual who utilizes this option. Individual guests will be responsible for damages or other maintenance required as a result of their housing any pets. Additional fees may be applicable to any guest found in violation of this policy.

**All accommodations are NON-SMOKING.** There will be a strict enforcement of "NO SMOKING" in our accommodations. There will be a \$100.00 fee added to the room charge of any accommodation in which smoking has occurred. The fee covers the cleaning costs required to return an accommodation to a smoke free environment. Smoking is allowed on outdoor balconies of lodge rooms

**Meeting Facilities Required:**

Currently we are holding the below meeting space as part of this agreement, based upon the information you provided. Should any revisions and/or changes be requested, they will be accommodated based on the availability of meeting space at the time requested.

FROM	TO	FUNCTION NAME	FUNCTION ROOM	SET-UP	RENTAL
NO	MEETING	SPACE HAS BEEN	REQUESTED		

**Total Meeting Room Rental: 0.00**

**ALL FOOD AND BEVERAGE CONSUMED IN THE RESTAURANT, MEETING OR RECEPTION AREAS MUST BE PURCHASED THROUGH THE PARK**

**Meeting Room Terms**

1. Additional meeting space may be subject to meeting room rental. Please advise us immediately of any additional needs.
2. Function room and meeting room rental are assigned according to your agreed upon guestroom block and the number of persons expected to attend the meeting and banquet functions and may be changed by the Hotel attendance. In such event, the Hotel will provide alternate suitable arrangements to meet the requirements of your Group as outlined in the Agreement.
3. Requests for audio-visual should be made as soon as possible. On-site requests can result in delays and /or the unavailability of items.
4. Room set-up arrangements are required no later than thirty (30) days prior to the event. Substantial changes to the initial set-up arrangements that are requested during the event may incur an additional labor charge.
5. Guests will be admitted to the event space and expected to depart at the time stated on the contract. A labor charge of \$100 per hour will be added should our staff not be able to begin breakdown at the scheduled department time stated on the contract or if staff is required to remain at the Park longer than their assigned schedule notes. You must coordinate with the Sales Manager prior to publishing any meeting room names.

**Food & Beverage:**

**NO CATERING HAS BEEN REQUESTED**

1. Due to licensing and insurance requirements, the Park is to be the sole provider of food and beverage items served to guests in our Restaurant and all indoor and outdoor meeting/reception areas.
2. For any banquet or hospitality function, final menu selections plus the anticipated number of guests will be due to the Park's group sales representative no later than thirty (30) days prior to the function, otherwise items selected cannot be guaranteed. **A Banquet Event Order (BEO) for each function will be established**

**between you and Hotel. The BEO guarantees menu selection, set-up, guaranteed guests, audio/visual, and other items for Hotel to successfully host your meeting.**

3. All menu prices are subject to change with notification until sixty (60) days prior to the event.
4. Food and Beverage prices will be subject to a service charge and applicable sales tax. Current service charge is 18% and 6% tax.
5. Rentals and associated fees for any items requested by the group, if any, will be charged to the group at the Park's costs.
6. **A GUARANTEED NUMBER OF GUESTS IS REQUIRED NO LATER THAN FOURTEEN (14) DAYS PRIOR TO THE EVENT.** *If a guaranteed number is not established, the higher of either the guaranteed number of guests stated on the BEO or the actual number of guests served will be used as the basis for meal charges. The chef will prepare food in the amount of 5% over your specified guarantee.*
7. Guests may not remove food from the event area.

#### **Billing/Credit Procedures:**

Billing for all charges must be established prior to the event with a credit card, full cash deposit or an established Master Account. Paying upon departure without pre-approval is not an approved form of payment.

\_\_\_\_\_ Credit Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
\_\_\_\_\_ Check  
\_\_\_\_\_ Prepaid

#### **Master Account**

The manner of payment of the Master Account shall be established upon approval of the Group's credit. Group must complete a direct billing application and return to Hotel upon the execution of this Agreement. Direct billing is a privilege and can only be authorized by the Hotel after a credit check has been approved. If Group has been approved for Direct Billing, **Meeting Room: Rooms/Cottages: Meals:**

**Other Incidentals:**, will be billed to the Master Account and will be direct billed to Group and paid as provided within.

Group may also elect to pay the Master Account by credit card. If Group fails to pay any obligations within 30 days of Hotel's invoice date, Hotel is authorized to charge the credit card for all such obligations.

#### **DEPOSIT & BILLING INFORMATION**

Hotel requires a non-refundable deposit of all estimated charges in the amount of 0.00 which Hotel must receive by **Friday, June 30, 2023** in order to guarantee a hold on Group's room block and/or meeting space. If Deposit is not received by above date, Hotel will no longer be required to continue to hold the room block or meeting space requested by Group.

Deposit Schedule – deposits are required to pre-pay all food and beverage.

This is just an estimate, **if there is a balance due, it will be required prior to Monday, July 31, 2023.** If there is a credit, it will be processed and returned to you within 60-days of your event. Payment schedule for Banquet based on \_\_\_\_\_ menu for (NUMBER) attendees. Final bill will be invoiced 2 days prior to event (once guarantee is given) and any final payment is **due prior to Monday, July 31, 2023.**

Personal Checks, Credit Card and Cash Payments are accepted outside of 2 weeks. The final payment will need to be made with a cashiers check, credit card or cash. No personal checks.

The specific deposit and payment terms are outlined in this contract. If any charges are to be billed after departure, arrangements must be pre-approved before the event. **The Group is responsible for providing documentations of tax-exempt status, if applicable, prior to the meeting/event.**

The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of the Agreement:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

### **Late Payments**

Payment of all invoices are due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. If the account remains unpaid after 60 days, the Park will initiate collection proceedings. The Group will be responsible for all collection fees, attorney fees or other costs in connection with the Park's attempt to collect all amounts due hereunder. Further, the Park reserves the option to cancel subsequent and future arrangements, agreements or functions, at this location and all others operated by Kentucky State Parks, made by Group without penalty and upon written notice.

### **Cancellation Policy**

Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

If cancellation is....	Group Pays
More than 90 days, less than 120 days prior to arrival date:	Amount equal to 25% of the total anticipated revenue
More than 60 days, less than 90 days prior to arrival date:	Amount equal to 50% of total anticipated revenue
Less than 60 days prior to arrival date:	Amount equal to 100% of total anticipated revenue

Cancellation must be made to the Park's group sales representative signing the contract below. No other cancellation procedures will be accepted. Cancellations will be made in writing or via email to the Park's Group Coordinator above.

Upon signing this Contract, the following person warrants that he/she fully understands the contents of this agreement and is a duly authorized and appointed agent for the meeting/event and is fully empowered to accept the provisions contained in this contract and intend to enter a definite and binding commitment. This Agreement constitutes the entire understanding between the parties and supersedes any previous communications, representation, or agreements, whether written or oral.

If these arrangements meet with your approval, please sign and initial each page, and return to the attention of the Sales Manager. Acceptance will occur upon receipt of an original or facsimile (fax) transmittal of a fully signed original by the hotel.

**No handwritten alterations to the terms of this contract will be accepted unless agreed to by all parties and initialed by the Park Manager.**

AGREED TO BY:

**CLIENT SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(Initial all pages indicating that you have read the Parks Booking Policies and Procedures.)

**PARK REPRESENTATIVE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

