

MEMO

To: Board Members

From: Jesse Bacon, Superintendent

Date: April 25, 2023

Re: C&H Audio Visual Services - Graduation 2023

Attached is an Agreement with C&H Audio Visual Services, a vendor through the Kentucky Fair and Exhibition Center, to provide audio/visual services for the 2023 Graduations at Broadbent Arena on June 4, 2023. The agreement is unchanged from the 2022 review by Eric Farris where he reviewed and found it to be acceptable as to form and legality.



C&H Audio Visual Services, Inc
 4850 Crittenden Dr Bldg 3 Ste 3F
 Louisville, KY 40209
 US
 Phone: 502-637-4595
 Fax: 502-637-4596

Quote

Quote Number: 23-0440
 Bullitt County Graduation

| Client | Bill To | Venue / Site |
|---|---------|--|
| Bullitt Central High School Betsy Nunn Phone: 502-869-6000 Email: betsy.nutt@bullitt.kyschools.us | | Kentucky Exposition Center 937 Phillips Ln Louisville, KY 40209 US Phone: 502-367-5000 |

| Account Manager | Project Manager | Shipping Method | Room |
|-----------------|-----------------|-----------------|------|
| Corey Smith | Corey Smith | Van | |

| Customer PO | Terms | Tax Rule |
|-------------|------------|--------------|
| | In Advance | KY Sales Tax |

| Ship Date | Load In | Rehearsal | Show Start | Show End | Load Out | Return Date |
|------------------|------------------|-----------|-------------------|------------------|------------------|-------------------|
| 6/3/2023 5:00 PM | 6/3/2023 5:00 PM | | 6/4/2023 10:00 AM | 6/4/2023 8:00 PM | 6/4/2023 8:00 PM | 6/5/2023 10:00 AM |

| Qty. | Description | Note | Time | Rate | Price | Price Ext. |
|------|---|------|------|----------|--------|------------|
| 1 | Cherry Lectern | | 1 | Day Rate | 75.00 | 52.50 |
| 2 | 16" Condenser Gooseneck Shockmount | | 1 | Day Rate | 30.00 | 42.00 |
| 2 | Mic Base - Push to Talk | | 1 | Day Rate | 15.00 | 21.00 |
| 3 | Shure KSM137 | | 1 | Day Rate | 25.00 | 52.50 |
| 3 | Mic Stand - K&M Tall Boom | | 1 | Day Rate | 0.00 | 0.00 |
| 1 | Behringer X32 Compact Digital Console | | 1 | Day Rate | 150.00 | 105.00 |
| 1 | Behringer S16 Stagebox | | 1 | Day Rate | 0.00 | 0.00 |
| 2 | EV ZXA1-90B 8" Speaker | | 1 | Day Rate | 35.00 | 49.00 |
| 1 | Radial AV1 | | 1 | Day Rate | 15.00 | 10.50 |
| 1 | 1/8" to 1/8" Cable | | 1 | Day Rate | 0.00 | 0.00 |
| 1 | 1/8" (M) Stereo to RCA (M) Stereo | | 1 | Day Rate | 0.00 | 0.00 |
| 1 | Shure Wireless Combo QLX-D G50 (470-534 MHz) | | 1 | Day Rate | 100.00 | 70.00 |
| 1 | Van Delivery | | 1 | Day Rate | 75.00 | 75.00 |

Set Labor 06/03

Prep Date: 6/3/2023 5:00 PM

Return Date: 6/3/2023 7:00 PM

| | | | | | | |
|---|----------------------------|--|---|-------------|--------|--------|
| 1 | A1 Audio Technician | | 4 | Hourly Rate | 100.00 | 400.00 |
| | 6/3/2023 5:00 PM - 7:00 PM | | | | | |
| 1 | General Labor | | 4 | Hourly Rate | 75.00 | 300.00 |
| | 6/3/2023 5:00 PM - 7:00 PM | | | | | |

Set Labor 06/03 Total: \$700.00

Show Labor 06/04

Prep Date: 6/4/2023 12:00 PM

Return Date: 6/4/2023 9:00 PM

| | | | | | | |
|---|-----------------------------|--|---|----------------------|--------|--------|
| 1 | A1 Audio Technician | | 9 | Labor Tiered Pricing | 900.00 | 900.00 |
| | 6/4/2023 12:00 PM - 9:00 PM | | | | | |
| 1 | Straight Time | | 9 | | 100.00 | 900.00 |

Show Labor 06/04 Total: \$900.00

Strike Labor 06/04

Prep Date: 6/4/2023 9:00 PM

Return Date: 6/4/2023 11:00 PM

| | | | | | | |
|---|-----------------------------|--|---|-------------|--------|--------|
| 1 | A1 Audio Technician | | 1 | Hourly Rate | 100.00 | 100.00 |
| | 6/4/2023 9:00 PM - 11:00 PM | | | | | |

| Qty. | Description | Note | Time | Rate | Price | Price Ext. |
|---------------------------|-----------------------------|------|------|-------------|-------|------------|
| 1 | General Labor | | 2 | Hourly Rate | 75.00 | 150.00 |
| | 6/4/2023 9:00 PM - 11:00 PM | | | | | |
| Strike Labor 06/04 Total: | | | | | | \$250.00 |
| Discount: | | | | | | (\$172.50) |
| Subtotal: | | | | | | \$2,327.50 |
| Sales Tax: | | | | | | \$28.65 |
| Total: | | | | | | \$2,356.15 |
| Total Applied Payments: | | | | | | \$0.00 |
| Balance Due: | | | | | | \$2,356.15 |



Main Warehouse
4850 Crittenden Dr Bldg 3 Ste 3F
Louisville, KY 40209
US
Phone: 502-637-4595
Fax: 502-637-4596

| | |
|-----------------|---------------------------|
| Quote Number | 23-0440 |
| Name | Bullitt County Graduation |
| Account Manager | Corey Smith |
| Quote Date | 4/21/2023 |

| |
|--|
| Client |
| Bullitt Central High School Betsy Nunn Phone: 502-869-6000 Email: betsy.nutt@bullitt.kyschools.us |

| |
|--|
| Venue / Site |
| Kentucky Exposition Center 937 Phillips Ln Louisville, KY 40209 US Phone: 502-367-5000 |

| Prep Date | Return Date | Status | Terms | Total |
|-------------------|-------------------|-----------|------------|------------|
| 6/3/2023 10:00 AM | 6/5/2023 10:00 AM | Tentative | In Advance | \$2,356.15 |

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. **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 or 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 ForceMajeureEvent.

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 Customers 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:

Date: _____
Company _____
Signature: _____
Name/Title: _____

Date: 4/25/23
Client _____
Signature: [Signature]
Name/Title: Jose Baez, Superintendent