

Kenton County School District | It's about ALL kids.

## Issue Paper

**DATE:**

June 20, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Approve the contract for Dixie Heights High School to hold their 2024 Prom at The Turfway Park Event Center on Saturday, May 11, 2024.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Dixie Heights High School would like to enter into a contract with The Turfway Park Event Center for the purpose of holding the 2024 Dixie Heights Prom. Event time will be from 7:00 p.m. until 11:00 p.m. on May 11, 2024. Cost will include venue rental and dinner.

**FISCAL/BUDGETARY IMPACT:**

All expenses will be paid from ticket sales deposited into the Junior Class school activity account.

**RECOMMENDATION:**

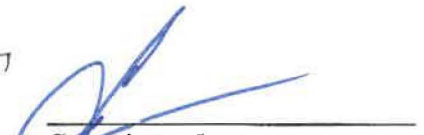
Approval to Approval of Dixie Heights High School to contract with The Turfway Park Event Center as the venue for the 2024 Prom to be held on 5/11/24.

**CONTACT PERSON:**

Teresa Catchen and Gina Ledbetter

  
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.



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August 8, 2023

7500 Turfway Road • Florence • Kentucky • 41042  
Phone: 859-371-0200

## Banquet Event Agreement

This Banquet Event Agreement (the "**Agreement**"), is entered as of **Tuesday, August 8<sup>th</sup>, 2023** by and between Turfway Park, LLC d/b/a Turfway Park Racing & Gaming ("**Turfway Park**"), and **Dixie Heights High School ("Client")**. This Agreement is subject to additional terms and conditions, **Page 2, Exhibit A**, and incorporated herein by reference. The final guaranteed number of guests is due at least fourteen (14) days prior to the start of your event. Should the final guarantee not be received at least fourteen (14) days prior to the date of the above function(s), the agreed (**AGR**) number (**Exhibit A, 3**), will be the basis for the billing charges. To confirm these arrangements on a definite basis, please carefully review the "**Estimated Charges**" below. If there are any necessary changes, please include those changes on this order along with your signature. We reserve the right to relocate your function(s) to another room. We will make every effort to contact you in advance should this need arise. **All charges are subject to a 22% service charge and a 6% sales tax.** Kindly indicate your agreement to the following terms by signing in the space provided on **Page 6, Acceptance of Terms**.

### Estimated Charges

Food Cost:	\$ 35,000.00
Beverage Cost (alcohol): NO ALCOHOL	XXXX
Bartender Fee:	XXXX
Room Rental Fee:	\$ 3,500.00
Audio Visual:	\$ 2,000.00
Specialty Linen:	XXXX
Gratuity:	\$ 7,700.00
Taxes: Tax Exempt	XXXX
Total Anticipated Charges:	\$ 48,600.00
Security Deposit (25%) due at Contract Signing:	\$ 12,150.00
Additional Deposit: This will be refunded after the event, as long as there is no physical damage done to the venue	\$ 1,000.00
Estimated Outstanding Balance:	\$ 36,450.00

### EXHIBIT A

## BANQUET EVENT AGREEMENT TERMS AND CONDITIONS

- ☐ **Definitions.** Capitalized terms not defined herein shall have the meanings set forth in the Banquet Event Agreement (the "**Agreement**").
- ☐ **Reservation and Payment Terms.** A Security Deposit of 25% of total bill is required to book your event. The deposit will be credited toward your final bill. The final invoice with the outstanding balance will be sent the following business day. Cancellation of the event for any reason, other than Force Majeure, will result in the cancellation schedule outlined in section 31 of this agreement. Client is responsible for making timely payments, **with the final balance due at least 14 days prior to the event.** Failure to make final payment within 30 days of receiving your final invoice could result in a 10% late fee on any outstanding balances due for the total cost.
- ☐ **Event Details.** Function details such as menus, set-up, audio visual requirements and bar arrangements must be finalized with Banquet Manager at least fifteen (15) days prior to the Event. Client agrees to promptly notify Turfway Park Racing & Gaming of any



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changes in its function space requirements. The current space we are holding for your event is as follows:

Date	Time	Event Class	Room	Setup	AGR	Rental
Sat, 05/11/24	7:00 PM - 11:00 PM	Dinner	Winner's Circle	See Diagram	700	\$3500

Should your event details change, Turfway Park Racing & Gaming reserves the right to reassign the event space location as necessary to accommodate both the Client and all other groups using Turfway Park Racing and Gaming's facilities throughout the Event.

4. ☐ **Food and Beverage.** All food and beverage arrangements must be made through Turfway Park Racing and Gaming. Only food and beverage purchased from Turfway Park Racing and Gaming may be served on Turfway Park Racing and Gaming property. **To ensure compliance with the County Board of Health Food Handling regulations, food may only be consumed on premises and cannot be taken out of the facility.** Food and beverage items, other than specialty items that cannot be provided by Turfway Park Racing and Gaming, may not be brought on premises, but may be purchased through our Food & Beverage Department. No beverages may be removed from Turfway Park Racing and Gaming premises. All beverages remaining following the Event, are Turfway Park Racing and Gaming property. Food and beverage prices consist of food and beverage related purchase only, and does not include taxes, gratuity, or equipment rental. Food and beverage prices may include a price to guarantee a certain amount of guests

5. ☐ **Alcoholic Beverages.** Turfway Park Racing and Gaming reserves the right to cease service of alcoholic beverages if persons under the age of twenty-one (21) are present at the Event and attempt to purchase or receive alcoholic beverages. Turfway Park Racing and Gaming further reserves the right to stop serving alcoholic beverages to guests who appear intoxicated. Any events with alcohol service will be billed a flat rate of \$175.00 per bartender per four (4) hour event. Open bar expenses will be based upon the amount of alcohol sold during the event plus the flat rate \$175.00 per bartender per four (4) hour event. One bartender per 75 guests is our standard for adequate service.

6. ☐ **Smoke Free.** Turfway Park Racing and Gaming prohibits smoking at all indoor event areas (rooms and hallways) during the Event.

7. ☐ **Equipment.** Turfway Park Racing and Gaming may provide the Client with audio/visual equipment needed during the Event if the Client gives Turfway Park Racing and Gaming prior notice of the Client's needs. Turfway Park Racing and Gaming may charge a fee for the use of said equipment. Any equipment used by the Client, but not supplied by Turfway Park Racing and Gaming, must be approved in advance by Turfway Park Racing and Gaming. Turfway Park Racing and Gaming will not set-up, tear down or otherwise assist with any equipment not supplied by Turfway Park Racing and Gaming.

8. ☐ **Decorations.** Turfway Park Racing and Gaming will assist you in making arrangements for entertainment, specialty linens, floral arrangements, and more. All groups are responsible for decorations before and after the event. All decoration materials must be removed from the facility after the conclusion of the event. Any leftover display materials or decorations will be disposed of after 24 hours after the event. The following items are prohibited decorations to be used within the facility: glitter, confetti, rice, fog, smoke, pyrotechnic machines, glass of any kind, open flame, sand, tape to the actual building or facility equipment, paint to the actual building or facility equipment, nails or tacks, and sticky tack are not permitted on the premises. The Client is responsible for all damages caused by the use of outside equipment.

9. ☐ **Insurance.**

a. At all times during the Event, the Client shall, at its sole cost and expense, maintain the following insurance coverages, or such other types and amounts of coverage as agreed to by Turfway Park Racing and Gaming in writing:

- i. Workers' compensation and employer's liability insurance as required by Kentucky law, with minimum limits as may be required by law.
- ii. General liability insurance with contractual indemnity coverage and combined single limits in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) in the aggregate providing coverage for personal injury, property damage and personal and advertising injury.
- iii. Automobile liability insurance on all owned, non-owned and hired vehicles with limits in the minimum amount of one million dollars (\$1,000,000.00) per accident.



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- iv. Umbrella liability insurance in excess of general liability, auto, and employer's liability portion of the worker's compensation policy with combined single limits in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
  - b. The insurance provided by the Client shall name "Turfway Park Racing and Gaming, together with its parents, subsidiaries and affiliates" as additional insureds, shall be issued by an insurance company with a current A M Best Company rating of at least A:VII, and may be obtained through one or a combination of insurance policies.
  - c. No later than fourteen (14) calendar days prior to Client's event, Client shall deliver such certificates of insurance to the Sales Manager. The consent of Turfway Park Racing and Gaming to the insurance and limits insured, as shown herein, shall not be considered as a limitation of the Client's liability under the Agreement nor an agreement by Turfway Park Racing and Gaming to assume liability in excess of said amounts or for risks not insured against.
  - d. Client will require that any contractor, subcontractor and/or vendor will meet the above insurance and additional insured requirements and will obtain the appropriate Insurance Certificates, which may be reviewed by Turfway Park Racing and Gaming, at its request.
  - e. Client shall cause the required insurance policies to be endorsed to contain a waiver of subrogation. Additionally, Client waives the right of its insurer to subrogate against Turfway Park Racing and Gaming any claims the insurer may have paid.
10. ☐ **Vendors.** Client must request Turfway Park Racing and Gaming's approval in writing at least thirty (30) days prior to the Event for any third-party vendors to assist with preparation for or running the Event. Vendors shall provide proof of insurance as Turfway Park Racing and Gaming may require. Client is responsible for any damage or liability caused by third-party vendors.
11. ☐ **Right of Inspection/Entry.** Turfway Park Racing and Gaming has the right to enter and inspect all functions. If Turfway Park Racing and Gaming observes any illegal activity or activity that may, in Turfway Park Racing and Gaming's reasonable discretion, result in harm to persons or property, Turfway Park Racing and Gaming has the right to immediately notify Client to cease such activity. In the event Client does not cease or alter such activity to remove the potential harm, Turfway Park Racing and Gaming may order Client's guests and invitees to immediately cease the activity and vacate the premises. Client will remain liable for all fees and charges related to the event pursuant to the terms of the Agreement.
12. ☐ **Regulatory Requirements.** Client acknowledges that Turfway Park Racing and Gaming and/or its affiliates are subject to gaming, lottery or similar licensing requirements of various jurisdictions. Client shall cooperate fully with Turfway Park Racing and Gaming and its affiliates in providing to them any information of whatever nature that any of them deems necessary or appropriate in assuring itself that Client possesses the good character, honesty, integrity, and reputation applicable to those engaged in the gaming and lottery industries. Client represents and warrants that there is nothing in Client's background, history or reputation that would be deemed unsuitable under any standard applicable to such industries. If, during the term of the Agreement, Turfway Park Racing and Gaming (or any of its affiliates) is notified (formally or informally) by any governmental authority that the engagement of, or conducting business with, Client may or will jeopardize any license or ability to be licensed of Turfway Park Racing and Gaming (or any of its affiliates) or if Turfway Park Racing and Gaming (or any of its affiliates) concludes that Client may fail to meet the above criteria (or the compliance committee of Turfway Park Racing and Gaming or any of its affiliates otherwise raises as objection with respect to Client), Turfway Park Racing and Gaming may immediately terminate the Agreement upon written notice to Client.
13. ☐ **Compliance with Laws.** The parties will comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to their activities and obligations under the Agreement.
14. ☐ **Marks/Logos/Advertising.** Neither party shall, in any manner, advertise or publish the fact that it has furnished, or contracted to furnish, the services herein. Neither party shall use, display, or publish the other party's logos, brands, or trademarks without the other party's written consent.
15. ☐ **Security.** For certain events, Turfway Park Racing and Gaming may require that Client provide security, or Client may wish





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to contract security. Security is to be provided at Client's expense and can be arranged through Turfway Park Racing and Gaming. All outdoor functions require security to maintain the privacy of the Event.

16. ☐ **Assignment; Sublease.** Client shall not assign or sublicense any space, or otherwise transfer its rights or obligations under the Agreement without Turfway Park Racing and Gaming prior written consent. Nothing in the Agreement shall be construed to confer upon anyone other than the parties hereto and their permitted assigns any rights or remedies under the Agreement. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns.

17. ☐ **ADA.** Turfway Park Racing and Gaming, to the best of its knowledge, complies with all laws including The Americans with Disabilities Act ("ADA") and the Hearing Capacity Act of 1988, and the regulations and guidelines promulgated pursuant thereto. Client warrants to Turfway Park Racing and Gaming that it and its functions in connection with the Agreement, will comply with the requirements of the above referenced laws. Client shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by Turfway Park Racing and Gaming and will notify Turfway Park Racing and Gaming of such needs for accommodation in writing as soon as they are identified to Client. Whenever possible, Client shall copy Turfway Park Racing and Gaming on correspondence with attendees who indicate special needs as covered by the ADA. Turfway Park Racing and Gaming shall make reasonable attempts to notify Client of requests for accommodations that Turfway Park Racing and Gaming may receive otherwise than through Client to facilitate identification by Client of its own accommodation obligations or needs as required by the ADA.

18. ☐ **Damages.** Client shall be responsible for all damages caused during the Event.

19. ☐ **Gaming Room Restrictions.** Guest under the age of twenty-one (21) are NOT permitted on the gaming floor. Turfway Park Racing and Gaming reserves the right to deny entry to any person or persons who cannot show proof of age. Any children or persons under the age of twenty-one (21) attending events within the event space are permitted, but must use the Gallery entrance.

20. ☐ **Client's Property.** Client agrees and acknowledges that Turfway Park Racing and Gaming does not accept responsibility for the safekeeping of equipment, supplies, written materials or other valuable items left by Client on Turfway Park Racing and Gaming property. Turfway Park Racing and Gaming is not responsible for any of Client's property that is damaged, lost or stolen before, during or after the Event.

21. ☐ **Indemnity.** Client hereby covenants and agrees to indemnify, defend, save and hold Turfway Park Racing and Gaming's, and its parents, subsidiaries and affiliates, and their respective directors, officers, managers and employees, harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees), judgments, claims, claims of copyright infringement, administration of claims, liens and demands of any kind whatsoever caused by, resulting from or in any way connected with Client's acts, omissions or negligence, or the acts, omissions or negligence of Client's agents, contractors, employees, members or attendees in connection with Client's use of and conduct in, on or about any portion of Turfway Park Racing and Gaming property and Client's breach of any of its obligations, representations or warranties set forth in the Agreement and these Banquet Event Terms and Conditions ("T&C").

22. ☐ **Limitation of Liability.** IN NO EVENT SHALL TURFWAY PARK RACING AND GAMING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF TURFWAY PARK RACING AND GAMING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TURFWAY PARK RACING AND GAMING TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF, OR RELATING TO, THE AGREEMENT SHALL BE LIMITED TO THE CONTRACTUAL VALUE OF THE SERVICES PROVIDED BY TURFWAY PARK RACING AND GAMING.

23. ☐ **Force Majeure.** The performance of the Agreement by either party is subject to Acts of God, war, government regulations, disasters, strikes or threat of strikes over the meeting dates, civil disorder, curtailment of transportation facilities, Pandemic or Epidemic or any other emergency making it illegal, impossible or unsafe to provide the facilities or hold the Event. The Agreement may be terminated for any one of the above reasons by written notice from one party to the other without a cancellation charge if the force



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majeure event occurs within seven (7) days of the Event and is incapable of being cured at least three (3) days in advance of the Event.

24. ☐ **Entire Agreement.** The Agreement and these T&C, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing signed by Turfway Park Racing and Gaming and Client.

25. ☐ **Waiver.** No waiver of any provision of the Agreement or these T&C shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of the Agreement or these T&C at any time shall be deemed a waiver of any other provision.

26. ☐ **Severability.** The parties desire and intend that all of the provisions of the Agreement and these T&C be enforceable to the fullest extent permitted by law. If any provision of the Agreement or these T&C, or the application thereof to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then such provision shall be construed in a manner to permit its enforceability under applicable law to the fullest extent permitted by law. In any case, the remaining terms of the Agreement or these T&C, or the application thereof to any person or circumstance other than those that have been held illegal, invalid or unenforceable shall remain in full force and effect.

27. ☐ **Governing Law.** The Agreement and these T&C, their construction, validity and effect, their interpretation, performance and enforcement shall be governed and construed by and in accordance with the Laws of the Kentucky. The parties irrevocably consent to the jurisdiction and venue of the appropriate courts in Boone County, Kentucky, as the forum for any such relief under the Agreement. The parties stipulate that the venue is convenient. In the event that either party commence any action against the other in connection with the Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

28. ☐ **Collection Costs; Interest.** Client agrees to pay all collection costs incurred by Turfway Park Racing and Gaming to collect past due balances, including collection agency fees, attorney's fees, expenses and costs. In addition, Client shall pay interest at the rate of eighteen percent (18%) per annum or the highest amount permitted by law, on such amounts from the past due date to the date of its payment by Client.

29. ☐ **Authority to Sign.** Each of the parties hereby represents and warrants to the other that it has the right, power and legal authority to enter into and fully perform its obligations under the Agreement, and the Agreement, when executed and delivered by the parties, will be a legal, valid, and binding obligation enforceable against the parties in accordance with its terms.

30. ☐ **Right to Terminate.** If any information provided by Client to Turfway Park Racing and Gaming regarding Client's activities, purpose, or other material information about Client, changes or is incorrect, Turfway Park Racing and Gaming may terminate the Agreement in whole or part.

31. ☐ **Cancellation Clause:** Client agrees should it cancel its event for any reason, other than Force Majeure, Turfway Park Racing and Gaming will suffer Damages. This includes changing its event site to another facility and/or city. The closer in time to the event date that a cancellation occurs, the less likely it is that Turfway Park Racing and Gaming will be able to replace any or all of the revenues with comparable business. Therefore, the parties agree the Client will pay liquid damages to Turfway Park Racing and Gaming immediately upon notice of cancellation a percentage of the total revenues anticipated on the Booking Invoice/Estimate Form. This will include revenues food and beverage, room rental, audio visual, and any other listed items on the Booking Invoice/Estimate. Cancellation Fees will be as follows:

Cancellation One year to 6 months Prior to Event Date:	20% of anticipated revenues
Cancellation 6 months to 3 months Prior to Event Date:	30% of anticipated revenues
Cancellation 3 months to 60 days Prior to Event Date:	40% of anticipated revenues
Cancellation 59 days to 30 days Prior to Event Date:	60% of anticipated revenues
Cancellation from 29 days to 15 days of Event Date:	70 % of anticipated revenues
Cancellation inside of 14 days until the Event Date:	80% of anticipated revenues

32. ☐ **Notices.** All notices, requests, demands, and other communications that are required or permitted to be given under the



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Agreement and these T&C shall be in writing and shall be deemed to have been duly given (a) upon receipt if delivered in person, or (b) the third business day after mailing by first-class certified or registered mail, return receipt requested and postage prepaid, or (c) the following business day after mailing by recognized overnight courier, with proof of delivery requested and charges prepaid, when sent to the addresses first set forth in the Agreement, or to such other address as a party may specify by written notice to the other party in accordance with this section. Notices to Turfway Park Racing and Gaming shall be sent to the attention of Sales Manager, with a required copy to General Manager for any notices concerning a dispute or termination of the Agreement. Notices to Client shall be sent to the attention of the Contact Name.

### **ACCEPTANCE OF TERMS**

By signing below, Client acknowledges that they have read, understand, and agree to the terms and conditions set forth in this Agreement. Any changes to the Agreement, except for food and beverage price increases, must be in writing and approved in advance by both Client and Turfway Park.

#### **CLIENT:**

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

Signature: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_

#### **TURFWAY PARK, LLC**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_



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Thank you for choosing Turfway Park Racing and Gaming to host your upcoming event. As part of the agreement, we ask you complete the credit card authorization form for deposit and payment handling.

Cardholder's Name (as it appears on the credit card) \_\_\_\_\_

Billing Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: Office \_\_\_\_\_ Cell \_\_\_\_\_

**CARD NUMBER**

[illegible]

**EXPIRATION DATE:** \_\_\_\_\_ **CVV:** \_\_\_\_\_

\*I authorize and acknowledge charges will be posted to my credit card in the form of an advance deposit, and/or final payment for the event. I acknowledge any cancellation fees, penalties or minimum requirements agreed to in our signed contract may also be charged to my credit card. I understand that upon receipt of this form, Turfway Park Racing and Gaming may hold sufficient funds to cover the anticipated charges.

X
Cardholder's signature

Date: \_\_\_\_\_