



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

# Issue Paper

**DATE:**

August 9, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Agreement with Northern Kentucky Convention Center for the 2023 Simon Kenton Homecoming Dance.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of Board

**HISTORY/BACKGROUND:**

Simon Kenton High School would like to hold a homecoming dance at the Northern Kentucky Convention Center on October 14, 2023. This facility is relatively close to our school and can accommodate the large number of students that attend this event.

**FISCAL/BUDGETARY IMPACT:**

\$4230.00 – Activity Fund

**RECOMMENDATION:**

Approval to sign agreement with the Northern Kentucky Convention Center to hold the homecoming dance for Simon Kenton High School.

**CONTACT PERSON:**

Craig Reinhart

  
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.



June 27, 2023

Ms. Christine Hoerlein  
Simon Kenton  
11132 Madison Pike  
Independence, Kentucky 41051

Dear Christine:

Thank you for once again selecting the Northern Kentucky Convention Center for your Homecoming Dance!

Enclosed is the space use License Agreement for the event scheduled October 14, 2023. Please sign and return this agreement to us along with your deposit and Purchase Order by July 10, 2023. At that time, we will return a fully executed agreement confirming that the space is held in your organizations name. Final payment and certificate of Insurance will be due by September 14, 2023. Prior to arrival you will be asked to establish a Guarantee of Payment secured by a credit card or ACH Transfer. Any additional charges you incur during your event, once approved by you, will be processed upon departure. A 3% processing fee will be added to all credit card payments.

Nina Fox, Event Planner will be assisting you with the details for your upcoming Homecoming Dance. Prestige AV & Creative Services will handle your audio-visual needs. Should you need any food and beverage for your event, Sodexo Live! will be able to create menus to meet your budget. Our entire staff is committed to making your event a success, if there is anything we may do to assist with your planning please let us know.

Christine, thank you again for selecting the Northern Kentucky Convention Center. We look forward to working with you to create a successful event.

Best wishes,

Brandon Keller  
Sales Manager  
BK/kp



# NORTHERN KENTUCKY CONVENTION CENTER CORPORATION

1 WEST RIVERCENTER BLVD.  
COVINGTON, KENTUCKY 41011  
LICENSE AGREEMENT NO. 23202

This LICENSE AGREEMENT, made this Tuesday, June 27, 2023 between the Northern Kentucky Convention Center Corporation (the "Center") operator of the Northern Kentucky Convention Center situated at 1 West RiverCenter Boulevard, Covington, Kentucky, 41011 (the "Facility" or "Facilities") and the **Simon Kenton**, (the "Customer") **11132 Madison Pike, Independence, Kentucky 41051.**

The Center hereby grants to the customer the permit to use the designated areas listed below in the Facility for the purpose of a **Homecoming Dance** and the Customer hereby accepts said permit, subject to the terms and conditions contained herein, on the reverse side hereof and as supplemented in the Event Planners Reference Guide annexed hereto and made a part hereof with the same force and effect as if fully set forth herein. Use of the following areas in the Facility shall be permitted at the time and date indicated and shall be contingent upon payment of specified rental fee or fees, as set forth below.

(Please see below for Event Space and Service Details for October 14, 2023)

<b>Total Rental</b>	<b>\$4,230.00</b>
Rental Discounts:	
Office Storage	(\$440.00)
Rental after Discounts	\$3,790.00
Kentucky Sales Tax	0.00
Exemption Number	B470
<b>Total Due from Client</b>	<b>\$3,790.00</b>
<b>Signed Contract &amp; PO Due July 10, 2023</b>	
25% Deposit Due July 10, 2023	\$947.50
Balance Due September 14, 2023	\$2,842.50

**As of January 1, 2023, the Commonwealth of Kentucky will be charging a 6% sales tax on all sales.**

*Payment must be made with a Visa, MasterCard, Company Check, Cashier's Check or ACH Transfer. Please note a 3% processing fee will be added to all credit card payments.*

## Entire Agreement

This agreement, including the provisions on the reverse side hereof and as set forth in the Event Planners Reference Guide, constitutes the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement, oral or written, modified, or altered in any manner except by instrument in writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Simon Kenton

Customer

BY:

Name

Title

Date

The Northern Kentucky Convention Center Corporation  
Center

BY:

Convention Center Representative  
Executive Director

Date

#### **I. Advance Payments**

The Indicated Facility or Facilities will be held on a tentative basis until Customer returns a signed copy of this Agreement, together with the required percentage of the applicable rental fee or fees no later than prescribed date or payment schedule. Payment of all moneys due, covering the scope of this Agreement, is to be made by either VISA, MASTERCARD, COMPANY CHECK OR CASHIERS CHECK, PAYABLE TO THE NORTHERN KENTUCKY CONVENTION CENTER. Please note as of July 1, 2021, a 3% processing fee will be added to all credit card payments. Customer also agrees to pay to the Center, in advance, such other sums as may be necessary to cover costs which the Center anticipates may be encountered on behalf of Customer in preparation for and planning of Customer's event.

#### **II. Final Payments**

Upon receipt of billing, the Customer agrees to pay such other charges for additional services, space, personnel, and equipment as Center may provide the Customer. Payment for such additional charges shall be made within ten (10) days of the billing date.

#### **III. Cancellations/Refunds**

The Customer acknowledges that the Center, upon cancellation by the Customer, will have suffered a financial loss. Due to all rental discounts being calculated based upon the total value of the event being held, the Center shall be entitled to a percentage of the total rental charges before discounts including applicable taxes and any other related fees the Center has incurred for the purpose of this event. Charges/Fees whether paid or outstanding, depending on the date of cancellation prior to event will be calculated and due as follows; contract execution date - 18 months, 25% of total fee; 14 - 17 months, 50% of total fee; 11 - 13 months, 75% of total fee; 0 - 10 months, 100% of total fee. If the Center can re-sell the space to like business and volume, cancellation fees will be reviewed. Licensee shall be responsible for court costs, reasonable attorney fees and cost of collection of delinquent accounts.

#### **IV. Assignment of License**

This contract may not be assigned by the Customer, or its right, title or interest therein assigned, transferred, conveyed, sublet (except for exhibit booths), or otherwise disposed of without the prior consent, in writing, by the Center.

#### **V. Indemnity and Insurance**

The Customer shall indemnify and hold harmless the Center, its officers, directors, agents, and employees as set forth in the Event Planners Reference Guide. Customer shall provide general liability insurance protecting itself, its agents, and employees, and listing the Center as an additional insured with a minimum coverage for Bodily Injury and Property Damage of \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. The Center shall not be responsible for the loss or damage to equipment or property owned or used by the Customer, its agents, or employees, except to the extent caused by the Center's negligence or willful misconduct.

#### **VI. Termination of License**

In the event Customer: (i) fails to perform any of the terms and conditions herein contained; (ii) appears to the Center to be financially insecure; (iii) is in violation of law; or (iv) is about to default in its performance of the terms and conditions contained herein, then Center may terminate this License Agreement. Upon termination, Customer shall, at its sole cost and expense, remove all its property from the Facility within twenty-four (24) hours of said termination and all advance payments shall be treated in the manner provided by Paragraph III above.

#### **VII. Customer's Use of the Facility**

Customer shall exercise due care in its use of the Facility and shall upon the expiration, termination, or cancellation of this License Agreement, surrender the Facility in as good a condition as when received, ordinary wear and tear excepted. Nothing will be taped, nailed, or affixed in any way to any building or structure constituting part of the Facility without prior approval of the Center.

#### **VIII. Copyright Music**

The Customer assumes full responsibility for any copyright infringements that may occur on account of any orchestra, musicians, or artists employed using copyrighted material.

#### **IX. In-State Agent and Governing Law**

The License Agreement shall be governed by the laws of the Commonwealth of Kentucky and the parties agree and consent to the jurisdiction of the Circuit or District Courts of Kenton County, Kentucky in any litigation arising out of the License Agreement. By signing the License Agreement, the Customer also acknowledges that this agreement has been entered into in Kenton County, Kentucky and understands that if they have no agent for process in Kentucky, under Kentucky law the Secretary of State shall act as their agent for process.

#### **X. Force Majeure.**

In the event of an occurrence or event beyond the control of the parties (FORCE MAJEURE) that makes it impracticable, illegal, or impossible to hold the event or for the attendees to stay or gather at, or travel to, the Center (such occurrence or event referred to here as a "Force Majeure"), either party may, upon notice to the other party, terminate or suspend its obligations under this Agreement and incur no liability thereunder, and shall be entitled to prompt return of all deposits and payments made, except for services already performed pursuant to the Agreement. A Force Majeure shall include, but not be limited to, acts of God; war; terrorism; civil disorder; government regulation including but not limited to those regulations prohibiting gatherings of the size or type or character of the gathering contemplated in this license agreement during a pandemic; travel bans; or restrictions; by federal, state or local agencies regarding travel or group meetings; natural disaster (such as fire, flood, severe weather and earthquake); strike or work stoppages or threat thereof; curtailment of communications; and curtailment of transportation facilities preventing or unreasonably delaying the attendance of the attendees.





**Outline of Space for the  
Simon Kenton  
Homecoming Dance  
October 14, 2023- #23202**

Date	Start Time	End Time	Description	Room	Setup	Agr	Room Rental
10/14/2023	4:30PM	8:00PM	Setup	Event Hall II	Existing Set.	50	\$3,790.00
	4:30PM	11:59PM	Storage	Conference Room	Existing Set.	10	\$440.00
	6:30PM	11:00PM	Registration	Lobby - 1st Floor II	Registration	800	Inclusive
	8:00PM	11:00PM	Dance	Event Hall II	Reception	800	Inclusive
	11:00PM	11:59PM	Teardown	Event Hall II	Teardown	0	Inclusive

The above dates, times and spaces are being held on a First Right of Refusal based upon your event taking place in October 2023. We will be happy to extend these rates to your event if you select Northern Kentucky Convention Center by July 10, 2023.

**One Stop Service and Support – "The Convention Center with the Hotel Attitude"**

The Northern Kentucky Convention Center is your "one-stop shop" for service and support. With experts in Event Coordination, Catering Management and Audio-Visual Productions; no matter what your need our Event Team is more than happy to assist you.

**Our Service Standards - Included with Above Rental**

- Wireless Internet access for all attendees. \*
- A team of professional, on-site event managers to work your event from opening to close, all accessible via one cell phone number (distributed prior to arrival).
- One room set per event.
- One refresh of room per day.
- Event Area clean and cleared; diagram to be approved 14 days in advance.
- General room lighting, heat, and air during event hours.
- One thorough cleaning daily of all rented space.
- NKYCC website listing of event dates and times, as requested.
- Welcome announcement on marquee for your attendees during your event.
- Use of the marquee to advertise event one week in advance; content approved by Event Services.

*\*The Northern Kentucky Convention Center uses a state-of-the-art wireless system, providing wireless access to all guests. The complimentary public wireless is throttled to 5Mbps per user to the capacity of the building's connection. All devices accessing the public wireless network will need the capability to accept the "Terms and Conditions" page. The Center cannot guarantee performance of its wireless internet system due to the inherent factors that affect any wireless system.*

**Additional Complimentary Services**

- One standing Podium in the general session with speaker's water.

- One head table with speaker's water in each breakout as requested.
- Up to two skirted registration tables.
- Up to 10 carts to be used during move-in & move-out.

### **Culinary Services**

The highest quality service and product are the Northern Kentucky Convention Center's proven successes. To ensure that this success is continued the Center has secured an exclusive culinary provider. Freshly prepared meals with a caring service style are the specialties of this professional team. No request is too small or large, as they work with you to create menus that meet your dietary and/or budgetary needs.

Our exclusive Caterer provides complimentary table linens for all meal functions from their in-house supply. A good faith estimate of Food and Beverage pricing and style of service is provided 3 months in advance of your event's start date, with final confirmation upon signing of your food and beverage contract. Full pre-payment of estimated charges is due 30 days prior to your event, or upon receipt of your preliminary invoice.

***For plated meal service a minimum of 90 minutes of service time is required. If 90 minutes of service time is not possible, the meal will be served buffet style.***

For more information on Culinary Services, please contact your Sales Representative.

### **Audio-Visual Services**

One of the most crucial steps in achieving any event's goals is the presentation of the event's message through professional audio-visual services. To assist in the successful achievement of this step, The Center has chosen exclusive audio, visual and rigging services provider. Their professionalism, responsiveness, creativity, and facility knowledge have all contributed to the proven successful results of events at our Center. From the slightest audio or projection need to the all-encompassing event production, they can handle the full spectrum of audio-visual services.

### **Decorating and Drayage Services**

Due to the limited amount of storage space available at the Center, the Center is not able to accept shipments prior to your event.

### **Additional Services Needed**

- **Security Personnel** – The Center is staffed with 24-hour security in addition to state-of-the art security cameras throughout the building. If additional security is needed for your event, staff can be hired through our in-house company. Simon Kenton will provide four (4) police Officers to be on-site for the duration of the event. One officer will be stationed at the escalators to prevent access to the 2<sup>nd</sup> floor.

### **\*\*Support, Equipment and Services**

**\*\* - See Client pricelist for current pricing. For budgeting purposes, we suggest you add 5% annually to the above stated rates.**

- **IT Services** – The Center is currently equipped with complimentary public (unsecured) wireless internet service up to 5 Mbps. Please contact sales for any dedicated/private network, streaming or other services your event may need.
- **Electricity** – Any items needing power that are not provided by the Center and/or its exclusive vendors will be charged based upon need.
- **Staging** – The Center has a limited amount of staging. Contact Sales for additional information and pricing.
- **Trash Removal** – For removal of event materials not provided by the Center and/or its exclusive vendors, charges may apply.
- **Escalator Monitors** – Based upon the size and type of event using our Conference Level, escalator monitors may be required. The Center reserves the right to hire personnel for your event if it deems your staffing is not able to properly handle these positions. All charges would be passed through to your event.



### Staff

- **Traffic Managers** – Based upon your event's need to use the Center's dock, your event may be required to hire Traffic/Dock Managers. Number of managers required is based upon the dock usage for move-in and move-out purposes as opposed to shipping through your decorator.
- **Ticket Takers/Badge Checkers** – Events which require tickets/badges to gain entrance need a minimum of one ticket taker/badge per entry door.

*The Northern Kentucky Convention Center is proud to provide a "smoke free" environment for its patrons.*



# Invoice

Ms.Christine Hoerlein  
Simon Kenton  
11132 Madison Pike  
Independence, KY 41051

Invoice: 3036 06/26/2023  
Due: \$947.50 07/10/2023  
Account: 00002993

Customer Copy

Simon Kenton  
Homecoming Dance (23202)

In-Out: Sat 10/14/2023

Description	Duration	Units	Rate	Amount
<b>Room Rental</b>				
Space Rental for upcoming Event				3,790.00
Total For Room Rental:				3,790.00
Total Services:				\$3,790.00

## Invoice Summary Deposit

Total Due: \$947.50

Please Remit Payment to:

By Check:

Northern Kentucky Convention Center  
1 West RiverCenter Blvd.  
Covington, KY 41011

ACH Domestic Payments:

Beneficiary Name: Northern Kentucky Convention Center  
Beneficiary Financial Institution: Central Bank  
Beneficiary Fedwire ABA for ACH payments: 042100146  
Beneficiary Account number: 61038168

Please note that all bank charges are the responsibility of the Payor.

Please use the invoice number as a reference for payment.

Please email a payment remittance to: [accounting@nkycc.com](mailto:accounting@nkycc.com)