



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent 


FROM: Dr. Rachele Bramlage-Schomburg, Director of Secondary Education 

RE: Bullitt East High School Senior Dance Contract 2024

DATE: November 6, 2023

Please see the attached contract between Bullitt East High School and Frazier History Museum for the Bullitt East Senior Dance on Wednesday, May 8, 2024 from 6:00 pm - 9:00 pm.

Please approve this contract at the November Board Meeting.


11.8.23

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

Fwd: Frazier Event Contract

1 message

Nutt, Betsy <betsy.nutt@bullitt.kyschools.us>

Fri, Nov 3, 2023 at 10:03 AM

To: Rachelle Bramlage <Rachelle.Bramlage@bullitt.kyschools.us>

Cc: "Meredith, Kara" <kara.meredith@bullitt.kyschools.us>, Angela Burnett <angela.burnett@bullitt.kyschools.us>

I've already responded to Savannah where this needs to go, but told her I would forward it to you.

Rachelle - please review.

Kara - please prepare a cover memo.

Ange - just a head's up it's coming and to use the attachments if you want for the board packet.

Betsy

----- Forwarded message -----

From: **Richardson, Savannah** <savannah.richardson@bullitt.kyschools.us>

Date: Fri, Nov 3, 2023 at 9:58 AM

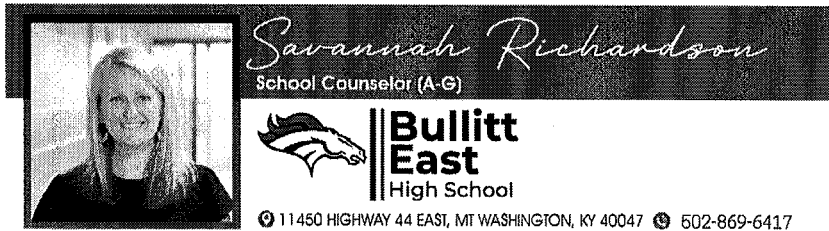
Subject: Fwd: Frazier Event Contract

To: Betsy Nutt <betsy.nutt@bullitt.kyschools.us>

Hi Betsy -

This event is similar to our prom (but for seniors only) and our prom sponsor said she sends contracts to you. Is this still the case or should it go to Ange instead? I hope you are doing well!

Thanks!



Counseling Office

----- Forwarded message -----

From: **Katie Lowe** <klowe@mail.reservecloud.com>

Date: Fri, Oct 27, 2023 at 10:06 PM

Subject: Frazier Event Contract

To: Savannah Richardson <savannah.richardson@bullitt.kyschools.us>

Hello Savannah,

Thank you for selecting Frazier History Museum for your upcoming event!

To confirm your reservation on a definite basis, please sign and return the attached contract and **initial Sections 2(f), 3(b), and 4(b)**, and submit a deposit of \$800.00 by 11/10/2023. The Museum accepts all major credit cards and checks. Credit card payments can be made over the phone or using the link to make this payment online.

Please click the link below to authorize a payment of \$800.00 for your upcoming event: Bullitt East High School Senior Dance on Wednesday, May 8, 2024.

[Submit Payment Online](#)

Please note the section of the contract about insurance and let us know if you have any questions about these policies.

Between now and the deposit due date you will have a 24 hour first right of refusal should another client want to book the same room on the same date.

Will you need the following for this event like last year?

1. Linens for tables
2. Non-alcoholic Beverage station

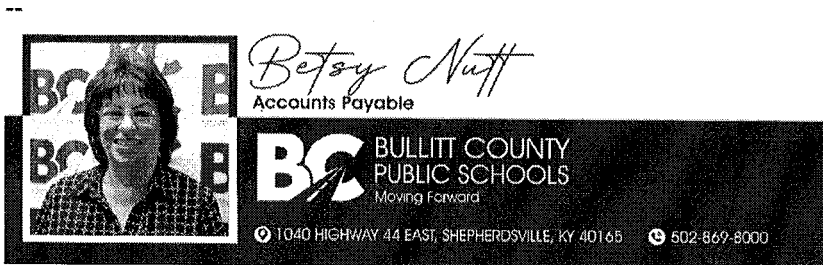
I have attached the floor plan from last year, would you like to keep the same floor plan or change it up this year? (Loft is the inclement weather floor plan).

We look forward to working with you to make this a very successful event. If you have any questions, please don't hesitate to call.



Best!

Katie Lowe | Event Coordinator

Frazier History Museum
829 W. Main Street
Louisville, KY 40202
ph: 502-412-2162
email:klowe@fraziermuseum.org



2 attachments

-  **31032-1-BullittEastHighSchoolSeniorDance-Contract.pdf**
91K
-  **05-15-23 Bullitt East High School Senior Dance 2023.pdf**
532K

Frazier History Museum

829 West Main Street
 \${event.ext.siteAddress2FirstFunction}
 Louisville, Kentucky 40202
 P:
 F:

EVENT ORDER #: 31032-1

EVENT DATE: 05/08/2024
 EVENT NAME: Bullitt East High School Senior Dance
 SALESPERSON: Katie Lowe
 E-MAIL: klowe@fraziermuseum.org

Contact: Savannah Richardson
 Bullitt East High School
Mailing Address: 11450 Highway 44 East
 Mt Washington, KY 40047

Work Phone: (502) 869-6400
Cell Phone: (502) 417-1065
Home Phone:

E-Mail Address: savannah.richardson@bullitt.kyschools.us

Bullitt East High School Senior Dance					
Date	Time	Location	Function	#	Room Rental
Wed, 05/08/2024	3:00pm-6:00pm	Rooftop Garden Client & Vendors allowed access to building for setup.	Setup	200	
Wed, 05/08/2024	6:00pm-9:00pm	Fourth Floor - Loft Restrooms	Adjustment	200	
Wed, 05/08/2024	6:00pm-9:00pm	Rooftop Garden Senior Dance	Other	200	\$1,600.00
Wed, 05/08/2024	6:00pm-9:00pm	6% Sales Tax Tax Exempt - 501(c)(3)	Tax	200	

TERMS and CONDITIONS

The Museum is unavailable on Easter, Thanksgiving, Christmas Eve, Christmas, and New Years Day.

1. GENERAL

Any Failure to comply with the Terms and Conditions of this Contract or Misrepresentation of any of the required disclosure shall result in immediate cancellation of the Contract, and the Customer (Client) shall waive any claims against the Museum for damages arising from such cancellations. All attendees at the Client's Event shall be required to comply with all conditions of this Contract, are subject to the Museum's standard rules of conduct that are applicable to all members of the public, and must follow all instructions and directions of the Museum Staff.

Events may not create any hazard or impose undue hardship to the Museum or its Collections, exhibits, facilities, staff or visitors. Events must conform with established Museum regulations and must not interfere with Museum Operations. A determination of whether an event meets the foregoing requirements shall be made solely by the Museum and its determination shall be final.

The Frazier Museum reserves the right to place promotional materials e.g. flyers or coupons in and around the designated event space(s). Exhibits are subject to change.

1(a). The Museum Store:

The Frazier Museum will gladly make the retail area available to your guests during an event to allow them to experience and purchase the many unique items we have to offer. The fee to open the store for your event is a \$300 guarantee of retail purchases (excluding sales tax). If the \$300 minimum is not met during the event, the client will be responsible for paying the remainder of the \$300 minimum and will receive a gift card for the remaining balance to purchase items. The Museum Store will be open during the early hours of an Event and will close at 9 p.m. unless otherwise agreed by the parties. The client must inform the Museum no fewer than two weeks before the event if they wish to make the retail store

available to their guests during an event.

2. BILLING, PAYMENT and CANCELLATION

2(a). Client Responsibility:

All costs associated with an Event are the responsibility of the Client. The Client is also responsible for any damages to Museum exhibits and facilities. If the Museum retains legal counsel to enforce any Terms and Conditions or any other provisions of the Contract, the Client agrees to pay all associated fees and expenses, including reasonable attorneys' fees.

2(b). Deposit:

A Non-Refundable deposit of 50% (fifty percent) of the total rental rate is required at the time of signing.

2(c). Balances:

An estimated Balance will be billed to the Client, and payment is due one week prior to the Event. Catering and alcohol costs may be invoiced separately through the caterer and the Museum respectively. Any adjustments to the balance are due immediately after the Event. Any balances outstanding after 30 Days are subject to 1% per month service charge.

2(d). Insurance

The Client must add the Museum as an Additional Insured to its commercial general liability policy, on a primary and non-contributory basis. The Additional Insured should be shown as: "The Owsley Brown Frazier Historical Arms Museum Foundation Inc., and all its members, agents, servants and employees."

If requested, the Client's vendors must also add the Museum as an Additional insured to their commercial general liability policy, on a primary and non-contributory basis. In certain circumstances the Museum may also require a cash bond.

If you are an individual Client holding a private function, the Museum must have evidence of a homeowner's or renter's policy for the contract signer.

Certificates of Liability Insurance must be on file from the Client, its Vendor(s) and the Vendor's agents, at least two (2) weeks before the date of the Event. Attach a copy of the Additional Insured policy endorsement to the Certificate.

2(e). Cancellation by the Museum and Refunds:

If the Museum Cancels the Event due to Client's breach of this Contract, such cancellation shall be treated as a "Cancellation by the Client," addressed below. If acts or causes beyond the control of the parties, including but not limited to, accidents, labor disputes, acts of war or terrorism, military or armed conflicts, insurrections, rebellions, riots, explosions, lightning, earthquakes, fires, storms and flood make it impossible for the Event to proceed because Museum facilities are closed or otherwise unavailable, or, if in the discretion of the Museum any such acts or causes require cancellation of the Event for safety or security reasons, or if the Museum cancels the Event for any other reason, the Museum shall return any deposit or payments made by the Client to the Museum, and this Contract shall be terminated.

The Museum reserves the right to move any outdoor event rental indoors without warning if, in the sole judgement of the Museum staff, there is risk of severe weather including but not limited to storms or lightning. In the event the Museum elects to exercise this right and move an event indoors, such action shall not be considered a "cancellation" pursuant to this paragraph and no return of a deposit or payment to the Client shall be due or paid.

2(f). Cancellation by the Client:

Should the Client cancel this Event any time after the execution of this contract, Client forfeits its non-Refundable deposit, and is still responsible for any further agreed upon fees already incurred by the Museum. Should the Client need to change the date of the event, the event date can only be changed, subject to the Museum's availability, within 30 days of the contract execution or the Client will forfeit the non-refundable deposit and pay a new deposit to book a new date.

Client initials: _____

2(g). No Liability for Cancellation:

IN NO INSTANCE SHALL THE MUSEUM BE LIABLE FOR ANY EXPENSES OR COST ASSOCIATED WITH ANY CANCELLATION OR TERMINATION, INCLUDING BUT NOT LIMITED TO TRAVEL OR ADVERTISING EXPENSES, THE COST OF RESCHEDULING OR RELOCATING ANY EVENT, OR ANY LOSS OF GOODWILL OR OTHER INCIDENTAL OR ECONOMIC DAMAGES.

3. BUILDING USES and RESTRICTIONS

3(a). Other Events:

Unless the Entire Museum is rented by the Client for an Event, the Museum has the option to rent other spaces to other clients during an Event.

3(b). Entertainment and Decorating:

All entertainment must be pre- approved by the Museum. The Museum prohibits any form of event involving gambling activity, firearms, smoke machines or live animals. The Facilities and Operations Department must approve any equipment being hung from any surfaces or the use of laser shows. The use of HELIUM BALLOONS IS STRICTLY PROHIBITED. The Museum reserves the right to deny clients the use of any subcontractor used for any component of the event including Subcontractors used prior to and after the event. Music and lighting are subject to Museum approval. No fog, glitter, confetti, fake snow or bubble machines are allowed. Pyrotechnics of any style are prohibited inside or outside the Museum without prior approval. See also Section 5(c).

The Museum does not provide dressing rooms or private areas for bands, DJs or other performers unless arrangements have been made with the Frazier Events Department.

Only tabletop decorations may be used. Nails, tacks, screws, table or other fasteners or adhesives may not be used. Client may not hang décor items. Only approved, insured event companies may hang décor.

Client initials: _____

3(c). Safety and Security:

All Museum emergency exits and routes must remain accessible at all times. At all times, Client and all attendees must abide by all Museum rules, and instructions from the Museum staff, relating to safety and security. All other areas not related to the event are off limits to guests. It is the caterer's responsibility to inform their staff of this provision in the contract. Any non Museum staff or guest found in an off limits area during a special event must present valid identification and is subject to removal from the facility by security. All packages and persons entering and exiting the building are subject to security searches.

No smoking is allowed in the facility, including the outdoor event spaces.

The Museum's Department of Protection Services ("DPS") is trained and experienced in providing security in high profile and sensitive situations in connection with major exhibitions and events that include celebrities and international dignitaries. All security arrangements for the Event must be coordinated with DPS through the Director of Events. Additional charges may apply. DPS personnel and/or Metro Police officers may be on sight for set-up, activities and breakdown. To ensure proper levels of security and effective coordination, the Client must notify the Museum of any security concerns or known threats relating to its Event or to any Client/sponsoring organization. DPS must also be notified if any politicians, celebrities or other dignitaries may be attending the Event.

The Museum has the right to ask any guest, caterer, staff member or anyone associated with the event to leave the premises if the procedures and rules of the Museum are not observed. This right includes, but is not limited to, in accordance with Kentucky Criminal Statutes relating to Public Intoxication, Controlled Substances, Disorderly Conduct and other related offenses, the right to remove any guest from, as well as to deny admittance to the Museum, or to suspend or cancel an event or activity found to be in violation of these statutes. Such a determination shall rest solely with Security and the FHM shall not be liable for any damages alleged by the Client or guest arising from such removal. The Museum reserves the right to deny anyone access to the facility.

4. FOOD and BEVERAGE

4(a). Approved Caterers:

To ensure the success of the Client's Event, the Museum will provide a list of approved caterers who have trained in the

policies and procedures of the Museum. Only caterers who have been approved by the Events Department may cater in the Museum. All of our approved caterers are fully licensed by the city and state and have provided certificates of insurance. The caterer provides all personnel, materials and supplies required in preparation of food and beverages. A kitchen is provided for most events for food preparation.

The Museum requires all caterers to remit a 15% (fifteen percent) facility usage charge to the Museum on all food and beverages associated with an event. All food and beverages associated with an event in the Museum must be purchased through the caterer. Bristol Catering is the Museum's exclusive bar provider. Clients may not bring any food or drink into the Museum without prior approval.

If the Client arranges the catering a representative from the catering company must remain on sight for the entire event. No food drop-off permitted without prior written approval. No food or drink is allowed in any Museum Gallery space.

4(b). Alcoholic/Non-Alcoholic Beverages:

Only Bristol Catering will provide and purchase all alcoholic beverages used in conjunction with any Event held at the Museum. Bristol provides bar service including setup, mixers, sodas, ice, glassware and staff. Alcoholic beverages are not permitted in the First Floor Great Hall until 6 PM when the Museum is closed to the public.

The Client and guests may not bring their own alcohol into the Museum or take alcohol out of the Museum before, during or after the event.

Bristol must serve all alcohol; self-service bars, shots, and kegs are not permitted. If you anticipate a high demand of a particular brand of alcohol (e.g., your guests prefer red over white wine) please inform your Bristol coordinator so he/she can accommodate your guests. On-table drink ware is provided by the approved caterer. Bristol will provide all barware and bar linens. If a "Host Sponsored Bar Package" is selected for your event, the non-drinking guest count, i.e. individuals under 21, may not exceed 10% of your total guest count. Bars must shut down 30 minutes prior to the event end time if the event is four hours in length or longer. Last calls are not permitted.

Client initials: _____

5. PLANNING and SET UP

5(a). Layout, Approval and Walk-Through:

The Museum will provide a limited number of 60" round tables, 6' and 8' long tables, cocktail & bistro tables and black folding chairs. The Museum does have a limited number of white folding chairs that are available for an additional fee that is determined by the Frazer Event Staff.

The Museum requires the Client to submit to the Museum, a room layout for approval one week prior to an event. If extensive or unusual set-up is required, it must not interfere with the Museum's activities and must be arranged with the Museum's Director of Events. An additional charge may apply. No significant increase in the number of attendees, or material change on any aspect of the Event is permitted fewer than 10 days before an event. Failure to comply with the above conditions may result in termination of this contract.

Unless specified in the contract, the Museum does not provide event planning/coordinating assistance beyond the logistics directly relating to the facility. The Museum does not provide linens, glassware, flatware, etc. All can be rented through your caterer.

The Museum cannot guarantee proper function of any of the Museum's media equipment. Approved technical staff may be hired to assist with the event's media needs at an additional charge. If the Museum's portable sound system is utilized, a set-up and operations fee will be assessed. This fee varies based on the event time, date and equipment needs.

The lobby of the Museum is not considered part of the event space but can be used with written permission from the Museum. Exclusive Museum usage is not guaranteed unless arrangements have been made with the Museum, additional rental fees may apply. All museum exhibits are subject to change.

If your event is outdoors, we require a decision is made about back-up space 3 hours prior to the start of the event in order to guarantee proper set-up of the back-up location.

5(b). Equipment Rentals:

The Museum does not have an exclusive rental company for staging, catering equipment or tables and chairs. The Museum can provide a limited number of tables and black folding chairs. Any rentals must be removed from the Museum immediately following the event. The Museum does not have storage facilities. Any tables and chairs that the MUSEUM provides are set up by the Museum. The Museum will not set up chair covers or sashes that have been contracted through a rental company. The rental company, if required, must invoice the Client directly.

5(c). Lighting, Electrical and Flame:

The Museum does not have an exclusive provider for decorative lighting, etc. No open flames or flammable liquids are permitted. Votive lights and Sterno-type heating elements are allowed. A diagram of all proposed power requirements must be submitted at least 30 days prior to the Event for approval.

5(d). Timing and Staffing:

Set-up may not begin until 3 pm in any first-third floor event space unless prior arrangements have been made. Events on first-third floors cannot begin until 6 pm. Sound checks are not permitted until after 4:30 pm. Nothing can interfere with the Museum exhibits and/or guests in the Museum. The Museum does not provide staff to move props, musical instruments, staging, etc. All events must end by 12 a.m. unless otherwise permitted by the Frazier Director of Events.

5(e) Guest Count:

The Client will provide the Museum with a guaranteed guest count one week prior to the Event. Museum staff will take an accurate guest count at the entrance to the Museum. The Museum will then base its rate, if necessary, on that guest count previously guaranteed, or the actual guest count, whichever is greater. The Museum's security staff has the right to close the doors if the actual count exceeds the guaranteed count or the event space's fire code capacity is reached.

5(f) Housekeeping and Cleanup:

The Museum's housekeeping staff will be on site before set-up to ensure that the Museum is in a state of readiness for the Event. The Caterer is responsible for food service cleanup during and after the Event. Post-Event cleanup will be conducted by the Museum's housekeeping staff. Caterers are responsible for cleaning the Kitchens where the food is being prepared and served as well as removing all items, such as but not limited to dishes, utensils, linens, etc., that food has come in contact with from the event space.

5(g). Shipping Dock, Delivery and Shipping of Materials:

All arrangements must be made in advance with the Museum. The dock is located at the rear of the Museum, on Washington Street. One week prior to an Event, a loading dock schedule must be established with the Client's suppliers and the Frazier Event Coordinator. For delivery of other lesser materials (e.g. handout literature) the Museum is to be informed in advance and materials clearly marked to the Event Department's attention. After any item has been delivered to the Museum, the Client is responsible for transporting its items within the Museum. The Client is responsible for packaging and shipping materials left on the Museum's premises. The Museum is not responsible for any materials left after the event.

5(h). Parking:

The Museum operates the parking lot located at the corner of Ninth and Washington Streets. The Museum charges a fee per vehicle to park in the lot during business hours and after-hours events. If the Client would like to pay for parking for their guests, the Museum can count the vehicles upon entrance to the lot and The Museum will invoice the client after the event for the fee per vehicle. The Museum does not guarantee, provide or validate parking for any event. Any valet parking services hired by the client must be first approved by the Museum as they must meet specific insurance requirements.

The Client hereby releases, discharges, holds harmless and waives any claims against the Museum any and all claims for losses, injuries, death of or damages to persons or property (including loss of use of property) sustained to or by the Client in connection with parking or access there to and from. This indemnity shall be effective to any loss or damage arising from parking events offered by Client, volunteers, third party or any agent, employee, or invitee of the Client.

5(i). Invitations and Printed Materials, Publicity and Photographs:

The content of all materials relating to the Event, including invitation copy (excluding wedding invitations), programs, promotion materials, press releases, print advertising, electronic copy and TV and radio advertisements must be

submitted to the Events Department for review and approval before being released. Any violation can result in cancellation of the Event. Photographs may be taken in the Museum's non-gallery spaces for personal uses; however, all photographs that will be submitted to any publication must be approved in advance by the Museum.

5(j). Coat Check:

This service is optional and will be provided only at an additional cost to the Client.

5(k). Banners:

The Museum's exterior has banners which advertise exhibitions that are open in the facility. These banners will not be removed, and additional banners with corporate or identity logos, verbiage, projections of logos or identities on the exterior or interior, etc. will not be permitted without prior approval.

6. FUNDRAISER EVENTS

6(a). Events seeking a non-profit discount must qualify as a not for profit organization under Section 501(c) (3) section of the Internal Revenue Code. A copy of the organization's IRS Determination Letter must be provided to the Museum prior to executing the contract. The non profit organization must sign the contract and must be involved in the planning of the event.

MISCELLANEOUS

The Museum is in no way responsible for lost, missing, stolen or damaged items associated with any event.

THE MUSEUM SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT OR THE CONDUCT OF ANY EVENT ATTENDEE. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

Neither Party may sell, assign, transfer or otherwise convey this Contract or any of its rights or obligations under this Contract without the other Party's prior written consent. If either Party merges with or is acquired by another person or entity, it shall notify the other Party, who shall then have fourteen (14) days from the receipt of such notice to decide whether to terminate this Contract effective as of the end of such notice period. This Contract constitutes the entire Contract between the Parties, whether written or oral, with respect to such subject matter. No provisions of this contract shall be modified, waived or amended except by a written instrument duly executed by each party.

If any term or provision of this Contract shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Contract within requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of the Contract shall be given effect as if parties had not included the severed term herein. This Contract shall be construed and interpreted in accordance of the laws of the Commonwealth of Kentucky without regard to conflicts of laws principles.

Booked By: Katie Lowe

Signature of this Contract acknowledges the acceptance of these terms and conditions on behalf of the Client, and that the Client is legally bound to this Contract and its Terms and Conditions.

If this Event booked by an agent of the CLIENT (e.g. an entertainment company or event planner), your signature also attests to the following:

I have Provided Copies of this Contract and Terms and Conditions to my Client, and my Client has agreed to abide by their terms.

X _____ Date: _____
Signature

X _____
Printed Name

X _____ Date: _____
Frazier History Museum Representative

X _____
Printed Name

Event Date: Wednesday, May 8, 2024
Contract Created: October 28, 2023

Bullitt East High School Senior Dance
Estimated Total Amount of Rental: \$1,600.00
Deposit: \$800.00 (Deposit and Contract Due by 11/10/2023)
(Estimated Total Amount of Rental less Deposit due one week prior to the Event)

Cancellation Policy:

Pursuant to Paragraph 2(f) above, should the Client cancel this Event anytime after the execution of this contract, Client forfeits its non-Refundable deposit, and is still responsible for any further agreed upon fees already incurred by the Museum.

v.1.7.17