



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

# Issue Paper

**DATE:**

1/5/24

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve contract with Newport Car Barn to hold Scott High School's prom on May 4, 2024.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Scott High School would like to hold the 2024 school prom at Newport Car Barn on May 4, 2024. We will sell tickets to students for \$50 or less each to cover the cost of prom.

**FISCAL/BUDGETARY IMPACT:**

\$5000.00 from the Class of 2025

**RECOMMENDATION:**

Approval to sign contract with Newport Car Barn to hold Scott High School's prom on May 4, 2024.

**CONTACT PERSON:**

Jeff Jackson, Prom Sponsor or Dr. David Rust

  
\_\_\_\_\_  
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.

## NEWPORT CAR BARN EVENT AGREEMENT

### TERMS, TIMES, & LIMITATIONS

This Event Agreement ("Agreement"), is entered into on February 6, 2024 by and between *Newport Car Barn, LLC, at 1102 Brighton St., Newport, Kentucky 41071* ("NCB") and *Scott High School c/o Jeff Jackson* ("Client"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

**GRANT:** NCB, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Client a license to use *Newport Car Barn Event Center* ("Facility") for a party ("Event"), Prom/Dance, to be held **SATURDAY, MAY 4, 2024.**

**DATE/TIMES OF PERMITTED USE:** Access to the Facility for the Event will commence at **7 O'CLOCK PM, SATURDAY, MAY 4, 2024** and will end at **11 O'CLOCK PM.**

In the event that Client requires access to the Facility for purposes including, but not limited to, set-up or rehearsals, Client must coordinate the date and time with NCB and receive prior written approval for such early access.

**RENTAL FEE:** Client shall pay to NCB, as a rental fee for the use by Client of the Facility, the sum of \$5,000 ("Rental Fee") for the use of The Conductor Room and Trolley Hall West. 50% of Rental Fee will be due at time booking and is nonrefundable. The remaining 50% of the Rental Fee is due no less than 90 days prior to the event date.

**SECURITY DEPOSIT:** A \$750 security deposit ("Event Deposit") is required to reserve a date and must be paid at the time this Agreement is signed. The Event Deposit will be returned within 30 days after the event or when all accounts are settled, whichever is later, if there has been no infraction of the contract by Client or their agents or vendors. A cancellation will result in the forfeiture of the Event Deposit. The Event Deposit and all other invoices must be paid by check or money order ONLY, payable to NCB.

**MAXIMUM OCCUPANCY: THE CONDUCTOR ROOM AND TROLLEY HALL WEST WILL HOLD UP TO 800 PEOPLE**

**ENTERTAINMENT:** In the event the Client arranges for entertainment in the form of a band, DJ, or similar concert performing type group, the entertainment organization will be required to sign a Release, Indemnification, and Access Agreement, to be provided by NCB, prior to obtaining access to the Event space. All events must comply with noise management limits as set forth by the Newport City, Campbell County municipal government legal code. If music or general entertainment is too loud in NCB's sole opinion, NCB will issue warning to Client. If the Client ignores this warning or fails to abide by the terms of the warning, NCB has the right to terminate the music or entertainment and/or expel the Client, its guests, and vendors from Event space. In the event of expulsion, no portion of the fees will be refunded to Client.

**"AS-IS" CONDITION:** Client acknowledges that the Event space shall be provided "as-is," and NCB makes no warranty to Client regarding the suitability of the Event space for NCB's intended use.

**SECURITY:** If due to the nature of the Event, in NCB's sole judgment, additional security will be required, Client will provide such additional security at its expense. NCB reserves the right to cancel any Event for which required security is not provided and Client will be required to pay any applicable damages. Security officers provided by Client per this paragraph must be licensed and bonded, approved by NCB no later than 14 days in advance of the Event, and may not carry firearms. NCB is not responsible for any loss, theft, damage or personal injury resulting from the actions or inactions of Client provided security.

### FOOD & BEVERAGE

**ALCOHOL POLICY: THIS EVENT WILL NOT HAVE ALCOHOLIC BEVERAGES SERVED.**

NCB demands strict adherence to state laws regarding alcohol consumption at the Facility. The NCB's Alcohol Policy will be posted throughout the Facility. If Client elects to offer alcohol during the Event, Client must understand and adhere to the following:

a. Any and all liabilities arising from the consumption of alcoholic beverages on the premises of the Facility are the responsibility of the Client. All City of Newport, Kentucky, Kentucky State Laws, and Federal Laws must be adhered to at all times.

b. Client or their third-party alcohol vendor are required to provide liability insurance policy for alcohol being served at the Event as written in the section of this Agreement titled "EXCLUSION OF LIABILITY & INDEMNITY".

c. Service requirements are as follows:

- i. All alcohol must be served only by the licensed bartender hired by NCB for the Event.
- ii. No alcohol can be served unless there is also food provided.
- iii. Service will be closed at least 30 minutes before Client's tear down time begins.

d. NCB reserves the right to evict Client and/or their guests from the Facility or to close the bar at any time during the Event.

e. Specific behavior that will not be tolerated at the Facility can include, but is not limited to, the following;

- Fighting
- Destruction of property
- Disrespectful conduct (to other Guests, Vendors, & NCB staff)
- Allowing minor persons to consume alcohol
- Possession and/or consumption of a personal supply of alcohol –this includes private vehicles located in the Facility's parking areas.
- Consumption of alcohol not served by bartender

f. At NCB's sole discretion, NCB reserves the right to:

- Evict any person(s) engaging in unacceptable activities outlined above, or not complying with the NCB's staff's decision.
- Close the bar and remove all alcoholic beverages from the Event property.
- Withhold Client's Event Deposit.

**NCB BEVERAGE SERVICES:** The beverages for your event (alcoholic and non-alcoholic) will be provided by NCB. Beverages provided by NCB may not be taken from the Facility. All beverages remaining from an Event are the property of NCB and the Client is not entitled to remove the beverages from the Facility. Kentucky law forbids guests under the age of 21 to consume alcoholic beverages. Guests who are known or thought to be intoxicated will not be served alcoholic beverages. Please make your guests aware that we do ask for identification at the bar. Any person who cannot produce a valid I.D. will not be served. \_\_\_\_\_ (initials)

**CATERING:** Caterers are responsible for all food preparation, catering materials brought into the Event, all clean up during and after the Event, and breakdown immediately following the Event. All catering supplies and equipment must be removed from the Facility immediately following the Event. NCB is not responsible for loss of catering supplies, equipment, or any other property, which is under the care and control of the caterer. If storage is required prior to the date of the function, please contact NCB; storage fees may be applicable.

All trash and recycling is to be removed from the Facility immediately following the Event. The kitchen and/or food use area(s) are to be mopped or swept once Client's Event ends. Please check Event space areas for any leftover food, cups, plates, smudges, etc. Please be sure to check that no NCB equipment goes home with caterers.

Catering unloading/loading and parking will be coordinated with the Facility prior to the event.

### PARKING & TRANSPORTATION

All cars are left at the owner's risk. NCB accepts no responsibility for cars parked in its designated parking lot or its surrounding area. Overnight parking is not permitted on NCB's property.

### EXCLUSION OF LIABILITY & INDEMNITY

**INDEMNIFICATION:** Client shall protect, indemnify, and save NCB harmless from and against any and all liability and expense of any kind arising from injuries or damages to persons or property at the Facility or arising out of or resulting in any way from any act or omission of Client, its agents, employees, vendors, guests, contractors, licensees or invitees unless the same shall be caused by the negligence of NCB or its agents or employees. NCB shall protect, indemnify and save Client harmless from and against any and all liability and expense of any kind arising from injuries or damages to persons which are caused solely by any negligent act or omission of NCB or its agents, employees or contractors, unless Client or its agents, employees, vendors, guests, contractors, licensees, or invitees have contributed to the cause of such damage or injury.

**LIABILITY INSURANCE:** Client agrees to maintain, at its expense and at all times during the Event, full liability insurance properly protecting and indemnifying NCB and naming NCB as an additional insured in an amount not less than \$1,000,000.00 per occurrence, and not less than \$1,000,000.00 for damage or destruction of property. Policy shall include liquor liability, as applicable. All policies must name NCB as additional insured, must be primary and non-contributory with respect to the additional insured and contain a waiver of subrogation in favor of the additional insured. Should Client contract with a third-party alcohol vendor, then liquor liability shall be provided by third-party vendor, subject to the same requirements above. Client must furnish certificates of insurance for all vendors prior to commencement of the Event. NCB shall obtain liquor liability insurance in the event that NCB will serve alcoholic beverages at the Event pursuant to this Agreement.

**DAMAGES:** The Client is responsible for any damages to the Facility and to any property in the Facility occurring during the Event if caused by Client, Client's guests, vendors, or third-party suppliers. All breakages or other damage occurring during Client's granted use and access to the Facility must be reported to NCB staff immediately. The cost of repairs or replacements will be invoiced back to the Client.

**STORAGE; NO BAILMENT:** The Client will safeguard all items belonging to them, its guests, and vendors. NCB accepts no responsibility for such items. NCB shall not be responsible for the storage of any of the Client's items before or following an Event, and all materials are to be removed from the Facility immediately following the Event. In the event any personal items are left after the Event for more than seven (7) days and are unclaimed, said items will be donated.

### MISCELLANEOUS TERMS & CONDITIONS

**ASSIGNMENT AND SUBLICENSING:** Client shall not assign any interest in this Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Client. In addition, any person who is not a party to a contract between NCB and Client has no rights under the Agreement to enforce any term of the Agreement.

**INTERFERENCE:** Client shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Facility by NCB or others in any way. Client's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon NCB in maintaining the Facility.

**TERMINATION:** NCB may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Client to pay the Rental Fee or any other charges due hereunder when the same is due; or
- B. Client fails to perform any of its covenants hereunder.

In any of the aforesaid events, and in addition to any and all rights and remedies available to NCB by law or in equity, NCB may, with or without further notice, forthwith terminate this Agreement and expel and remove Client, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of the NCB or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess the Facility, and in addition to any other remedy it may have, NCB may recover from Client all damages it may incur by reason of such breach by Client.

**PROHIBITED USES:** NCB does not permit smoking in any area inside the Facility, smoking in the Facility will be grounds for immediate eviction from the Facility. Smoking outside in the open air is allowed. Materials cannot be affixed to any surface within the Facility without prior approval by NCB. Clients or vendors may not move, alter, or otherwise change any room design or display in place at the time of their Event unless previously authorized by NCB.

Upon approval, wall-safe tape is the preferred method to attach décor items to walls or fixtures in the NCB. Tape must be removed completely along with the décor items during tear-down. Use of nails or screws in any wall, fixture or equipment is prohibited.

**CELEBRATION ITEMS:** The following Celebration Items are NOT permitted inside the Facility: bird seed, rice, sand, fog or smoke machines, candles without enclosed holders (must exceed the length of the flame), confetti, party string, Chinese sky lanterns, sparklers or fireworks. If these items are used, Client will be charged a Celebration Item Fee for each disallowed item. In the case of floating lanterns, sparklers, and fireworks, the sprinklers will engage and Client will be responsible for all damage incurred. The following items may be used OUTDOORS ONLY: bubbles, lavender, real flower petals (or other similar organic materials). If any of these items are used inside the Facility, Client will be charged an Excessive Cleaning Fee of \$750. Balloons may be used in moderation and must be removed at the culmination of the Event by Client and any broken pieces must be placed in a trash receptacle. If balloons (inflated, deflated, or pieces) are left after the Event, NCB will incur an Excessive Cleaning Fee of \$750.

**EVENT SIZE:** Client estimates that the following number of guests will attend the Event:

Estimated Guest Count (please check)

- |   |  |
|---|--|
| <input type="radio"/> Up to 100 guests                            | <input type="radio"/> 751-1000 guests  |
| <input type="radio"/> 101-300 guests                              | <input type="radio"/> 1001-1500 guests |
| <input type="radio"/> 300-500 guests                              | <input type="radio"/> 1501-2000 guests |
| <input type="radio"/> 501-750 guests ( <b>Approximately 500</b> ) | <input type="radio"/> 2001-2250 guests |

A final guest count must be provided to NCB at least fourteen (14) days prior to the Event.

#### CANCELLATION

**CANCELLATION:** Client shall be permitted to cancel the Event at any time, subject to the fees below:

More than 9 months prior to Event, Client must pay NCB 50% of the Event Deposit, and balance of the Event Deposit shall be returned/\*Note: Client is ineligible for this refund if the Event has been rescheduled.

Less than 9 months prior to Event, Client must pay the Event Deposit and 50% of the Rental Fee.

Less than 4 months prior to the event, Client must pay the Event Deposit and the Rental Fee, including any remaining balance due.

Cancellation may be made by Client only by written notice to NCB. Cancellation will not be considered effective until written notice and the fees set forth above are received by NCB. The fees set forth above represent agreed, reasonable, liquidated damages (not a penalty) and shall be due with such written notice.

#### **RESCHEDULING:**

More than 9 months prior to Event, NCB shall apply 50% of the Event Deposit to the new Event date and Client shall pay the balance of the Event Deposit to NCB.

Less than 9 months prior to event, the Event Rental Fee cannot be applied to the future date unless a date is available on NCB's calendar.

**GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within Campbell County, Kentucky.

**CATASTROPHIC EVENT:** In the event of a catastrophic event that renders NCB unable to host an event, the Event will be rescheduled for a mutually agreed upon date within 90 days of the original Event date. No change fee or penalty will apply. If the Facility is damaged to the extent that it is not possible to host an event within 90 days of the original Event date, the Client will be given a full refund.

**ENTIRE AGREEMENT:** This Agreement is the entire agreement between the parties and supersedes all prior discussions or negotiations. It will be considered binding only upon signature by both parties and may not be amended or changed unless by a writing signed by both parties. For avoidance of doubt, emails (even if containing an electronic "signature block") will not be sufficient to amend this Agreement. If the Agreement is returned signed with any handwritten or other changes, it will be considered a counteroffer and will not be binding on each party. NCB may accept such proposed changes only by returning a typed, revised clean copy of the Agreement to Client.

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

NCB

Newport Car Barn, LLC

By: \_\_\_\_\_

Kim Wolf, General Manager

Scott High School

\_\_\_\_\_  
Jeff Jackson