



JESSE BACON, SUPERINTENDENT

ADRIENNE USHER, ASSISTANT SUPERINTENDENT

BRANDY HOWARD, CHIEF ACADEMIC OFFICER

TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent *JB*

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

RE: Bullitt East High School Prom 2024 New DJ Contract

DATE: January 31, 2024

Please see the attached contract between Bullitt East High School and DJ Tank. DJ Tank will be the DJ for the 2024 Bullitt East Prom which will take place Saturday, March 23, 2024 from 8:00 pm - 12:00 am.

Please approve this contract at the February Board Meeting.

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



NATE FULGHUM, PRINCIPAL
ANGELA BINKLEY, ASSISTANT PRINCIPAL
MIKE SETTLES, ASSISTANT PRINCIPAL
ONDREA SMALLWOOD, ASSISTANT PRINCIPAL

TO: Dr. Jesse Bacon, Superintendent

FROM: Nate Fulghum

DATE: 1/30/2024

REF: Prom 2024 BEHS- New DJ Contract

Bullitt East High School would like to use Thomas Harris (DJ Tank of Tank Entertainment) as the DJ for the Junior/Senior Prom on March 23, 2024. The event will be held on the Oaks Garden Terrace of the Kentucky Derby Museum located at 704 Central Avenue, Louisville, KY, 40208. The dance will be from 8pm to midnight.

He is charging \$1,500 to be the DJ all evening. The contract is linked in this memo.

The prom sponsor is Brooke Stivers and she continues to do a wonderful job in this role. Supporting administrators are Principal, Nate Fulghum and Assistant Principal, Ondrea Smallwood. Teachers, administrators, and counselors will be in attendance to provide supervision.

Thank you,

N. S. Fulghum

Nate Fulghum, Principal

[DJ Contract Agreement](#)

Tank Entertainment

845 Poplar Dr, Sellersburg, IN 47172

Phone: 502-408-3761 | www.mydjtank.com



CONTRACT

YOUR EVENT, PARTY AND WEDDING SPECIALISTS

CONTRACT NO.: 286

ACCOUNT NO.: 269

CLIENT INFORMATION

Contact: Brooke Stivers

Office:

Org. / Fiancé: Bullitt East High School

Mobile: (502) 504-7049

Address:

Home:

City, State, Zip: , ,

Email: brooke.stivers@bullitt.kyschools.us

EVENT INFORMATION

Event Date: Saturday, March 23, 2024

Setup Time: 2:00 PM

Event Name: Bullitt East Jr/Sr Prom

Start Time: 8:00 PM

Event Type: School Dance

End Time: 11:59 PM

Event Package: School Dance

LOCATION INFORMATION

Venue: Kentucky Derby Museum

Hall / Room:

Address: 704 Central Ave
Louisville, KY 40208

Other Locations:

CONTRACT NOTES

PACKAGE / ADD-ONS

School Dance;

Quantity	Description	Total Price
1	School Dance	\$1,500.00

SUMMARY OF CHARGES

All Checks made payable to Thomas Harris

Event Price: \$1,500.00

Add-Ons Total: \$0.00

Overtime: \$0.00

Discounts: \$0.00

Total With Tax: \$1,500.00

Total Payments: \$0.00

Retainer Required: \$200.00

Balance Due: \$1,500.00

Balance Due By: 2/22/2024

Continued on next page

TERMS AND CONDITIONS

Client agrees to pay, upon signing this Agreement, a NON-REFUNDABLE RETAINER of \$200.00 . The Total Amount Due of the balance seven (7) days before agreed date. Overtime rate of \$0.00 per hour of time after agreed time.

PERFORMANCE

Client does hereby agree, as a condition precedent to the Tank Entertainment performance hereunder, to provide:

- a. A minimum of 12x12 area near a suitable electrical outlet;
- b. Complete direction to the Location of Event;
- c. Three-hour prior access to the Location of Event; and
- d. A signed copy of this Agreement, together with payment NON-REFUNDABLE RETAINER of \$200.00.

This Agreement, together with the Additional Terms and Conditions attached hereto constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior understanding and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended only by a written instrument executed by the parties hereto.

ADDITIONAL TERMS AND CONDITIONS

1. This Agreement shall only become binding upon Tank Entertainment's receipt of a signed copy of this Agreement with payment of full retainer at least seven (7) days of mailed contact. Prior to receipt of the signed copy of this Agreement, and payment of the full Retainer, Tank Entertainment is not under any obligation to hold the date of Event open for the Client. Faxed documents shall be treated as originals and will be considered legal and binding.

2. Upon receipt of a signed copy of this Agreement together with full payment of the Retainer, Tank Entertainment will reserve the Date of Event for Client, and shall not seek to plan other engagements for this timeframe. As such, unless otherwise specified herein, Tank Entertainment shall retain Client's Retainer as a reasonable estimation of its damages hereunder if this Agreement is not fulfilled for any reason, including, but not limited to, the following circumstances:

- a. The Client canceling this Agreement;
- b. The Client's failure to complete all the conditions precedent to Tank Entertainment's obligations, as specified in this Agreement;
- c. Tank Entertainment's inability to perform hereunder if its performance is impeded by matters outside of its control, including, but not limited to, fire, casualty, acts of God, local, state or federal regulations, inadequate crowd control or protection from environmental conditions (i.e. weather, high temperatures etc).

3. In the event the client cancels the Event, the client forfeits any funds collected prior to cancellation. If client cancels the event but requests Tank Entertainment's services for a different date (a "Rescheduled Date"), the parties shall enter into a new Agreement for the Rescheduled Date. Tank Entertainment reserves the right to apply Client's previously paid retainer and balances to the Rescheduled Date, and Client agrees to pay any additional Retainer due at that time (if applicable).

4. In the event the DJ assigned to this Event is unable to perform due to illness, accident, and equipment failure or otherwise, Tank Entertainment shall use its best efforts to find a qualified replacement DJ, equipment or to otherwise perform hereunder. If Tank Entertainment is unable to locate replacement DJ or replacement equipment, and therefore fails to perform hereunder, the Client shall receive a full refund of any amounts paid (including Retainer) within thirty (30) days after the Event Date. The parties agree that refund of its payments made shall be Client's sole and exclusive remedy in either law or in equity for Tank Entertainment's failure to perform hereunder.

5. Tank Entertainment does not provide any warranties or guarantees with respect to its performance hereunder and none should be implied by Client, or by law.

6. The Client agrees to be fully responsible for any loss or damage suffered by Tank Entertainment to its equipment, representatives or otherwise during the performance, including, but not limited to, damage as a result of improper crowd control, negligent or willful misconduct by the Client's guests, any power surges or electrical issues that damages any equipment owned by Tank Entertainment or exposure to environmental elements. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, Tank Entertainment reserves the right to deny any individual access to the sound system and/or other equipment present.

7. Tank Entertainment reserves the right to select the D.J. who will perform this contract on its behalf, as well as the production, presentation and performance of the services rendered hereunder. The DJ listed on this Agreement is not intended to guarantee that specific person's performance.

8. If Client fails to pay the full amount due seven (7) days prior to the Event date, Tank Entertainment reserves the right to apply late fees that shall not exceed \$10.00 per day (excluding Sundays and Holidays) that the full amount due remains unpaid. If the full amount due in addition to any late fees are not paid in full 2 days prior to the Event date, Tank Entertainment then reserves the right to cancel the event with or without notice. In the event Tank Entertainment must commence collection procedures for any reason, Client shall pay the costs and expenses of the same, including, but not limited to, reasonable attorneys fees.

9. Client agrees to provide the meal and a reasonable bar tab (if there is a cash bar) for the DJ (and if needed, one other staff member).

10. Tank Entertainment herein reserves the right to utilize photographs, video recordings, audio or other media documentation of the event for purposes of its own marketing and the client herein expressly authorizes any such activities by Tank Entertainment and/or its partners.

Please Note: In order to Guarantee (Reserve) your date, please return this Agreement with your Retainer Fee (Deposit) within 7 days.

This contract is a binding and legal document and is made for the purposes of entering into a contract for services. I have read, understood and agreed to all terms set forth above. By signing below, I hereby agree to the terms of this contract.

CLIENT SIGNATURE

Name: _____

Email: _____

Date & Time: - _____

COMPANY SIGNATURE

Signature: _____

Name: _____

IP Address: -

Company:

Date & Time: -
