



**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. Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*  
RE: Bullitt East High School Prom 2024 Catering Contract  
DATE: February 2, 2024

Please see the attached contract between Bullitt East High School and Rosemary's Catering. Rosemary's Catering will do the catering 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**



**ROSEMARY'S CATERING  
CATERING SERVICES AGREEMENT**

This Agreement is made by CATERING BY ROSEMARY, INC., d/b/a THE RK GROUP or ROSEMARY'S CATERING (here in after referred to as the "CATERER") and Brooke Stivers, (here in after referred to as the "CUSTOMER") for the following event:

Bullitt East High School Prom				
Date	Time	Location	Function	#
Sat, 03/23/2024	8:00pm-12:00am	Great Hall / Oaks Garden Terrace	Bullitt East Prom	550

Primary Contact	Address	Email Address	Telephone
Brooke Stivers Bullitt East High School	1040 KY-44 Shepherdsville, KY 40165	brooke.stivers@bullitt.kyschools.us	W: (502) 504-7049

All payments arising out of this Agreement are due and payable,  
By **ACH, check, wire transfer or credit card\*** to:

**ROSEMARY'S CATERING**  
704 Central Ave.  
Louisville, KY 40208  
Ref # 36510-1

\*All credit card payments will incur a 2% credit card processing fee.

DEADLINES	DUE DATE
Signed Contract and 50% Non-Refundable First Payment	02/22/2024
Event Details Finalized THIRTY (30) Days Prior to Event	02/22/2024
Final Guarantee TEN (10) Business Days Prior to Event	03/09/2024
Final Payment SEVEN (7) Business Days Prior to Event	03/14/2024

**CONFIRMATION OF SERVICES.** In order to confirm services, a completed and signed Catering Services Agreement, a Kentucky sales tax exemption certificate (if applicable), and your 50% Non-Refundable First Payment of **\$6,000.00** is to be submitted by the above specified date or the event is subject to cancellation.

In consideration of the mutual benefits under this Agreement, CATERER and CUSTOMER agree to the following terms and conditions:

**1. CATERING SERVICES (Banquet Event Order).** CATERER, as an independent contractor, will provide food and perform catering services for CUSTOMER at the Location(s) shown above on the date

specified and/or as described in the *Banquet Event Order* which will provide a description and detail of menus and services to be provided, entertainment fees, catering fees, hospitality service fees, bar service fees, equipment rental fees, food and beverage venue fees, and miscellaneous fees. Such additional terms, if any, shall be attached hereto, at a later date once the arrangements are finalized, in the form of a Banquet Event Order. This document will, then, be updated from time to time prior to the event and shall be effective when signed and dated by both the CUSTOMER and CATERER. Please note that CATERER reserves the right to substitute items that become unavailable in the open market or that exceed reasonable market costs and will notify client for approval in a reasonable amount of time prior to the event.

**2. CATERED FUNCTION GUARANTEE.** The initial price per person (hereinafter referred to as "*Price Per Person*") is based upon the estimated number of persons to be served which is presented on page 1, as provided by CUSTOMER to CATERER, hereinafter referred to as "*Attendance Guarantee*". The initial Attendance Guarantee and the Price Per Person for each CATERED FUNCTION are set forth in the Proposal of Services. CATERER reserves the right to increase the Price Per Person if the Attendance Guarantee for that CATERED FUNCTION is reduced by more than twenty percent (20%). CUSTOMER shall promptly notify CATERER of any change to the Attendance Guarantee. Unless notified, in writing, of a change, CATERER may rely upon the last Attendance Guarantee provided by CUSTOMER.

The Attendance Guarantee in effect TEN (10) business days prior to such CATERED FUNCTION will be considered the "*Final Guarantee*," not subject to reduction, and charges will be calculated on the Final Guarantee for the CATERED FUNCTION. CUSTOMER may not reduce the Attendance Guarantee for each CATERED FUNCTION. Business days are Monday through Friday, from 8:00 a.m. until 5:00 p.m., Eastern Standard Time (EST).

**CATERER will not be responsible for food service to more than THREE (3%) percent over the Final Guarantee up to a maximum of TEN (10) guests.** If the Final Guarantee is increased less than FIVE (5) business days before the CATERED FUNCTION, CATERER reserves the right to make reasonable substitutions on the menu and/or charge an additional service fee. If the number of persons served exceeds the Final Guarantee, CUSTOMER shall pay for the actual number served by CATERER.

**3. FORCE MAJEURE.** CATERER will not be liable to CUSTOMER if CATERER cannot perform its obligations under this Agreement arising directly or indirectly from a Force Majeure Event or other things beyond the control of Caterer, including but not limited to acts of God, war, government regulations, terrorist threat or act, disaster, labor problems or strikes, government requisitions, restrictions on travel or required supplies, and all causes, whether enumerated herein or not, which are beyond the reasonable control of CATERER and which prevent or materially interfere with the CATERED FUNCTION. If CATERER is forced to cancel the CATERED FUNCTION due to a Force Majeure event, CATERER will work with CUSTOMER towards refunding the deposit, minus any verified expenses.

**A.) COVID-19.** CATERER will adhere to state mandated guest count and venue occupancy limitations. Both Parties agree that if a mandate prevents an event from taking place or limitations on occupancy impacts guest count, both Parties will work together to find an alternative date; the First Payment will transfer towards the rescheduled event and the guarantee can be adjusted; without price increase, as described in Section 2 of this agreement. In the event of cancellation, CUSTOMER agrees to adhere to the cancellation policy in Section 8 of this agreement.

**4. INDEMNIFICATION.** To the fullest extent permitted by law, CUSTOMER shall and does hereby agree to indemnify, protect, defend with counsel approved by CATERER, and hold harmless CATERER, and its respective affiliated enterprises, officers, directors, attorneys, employees, representatives, subcontractors, and agents (collectively "Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys' fees), and other claims of any nature, kind, or description (collectively "Claims") by any person or entity, arising out of, caused by, or resulting from any breach by CUSTOMER of its obligations under this Contract or any act or omission of CUSTOMER, anyone directly or indirectly employed by CUSTOMER, or anyone for whose acts CUSTOMER may be liable. This indemnity obligation specifically includes damages resulting in part from

the negligence, gross negligence, or willful misconduct of the Indemnities. CUSTOMER shall not be liable for damages resulting solely from the negligence, gross negligence, or willful misconduct of the Indemnitees. The provisions of this section shall not be construed to eliminate any other indemnification or right, which any Indemnitee has, by law. Upon becoming aware of claims for which the CATERER intends to seek indemnity under this Contract, the CATERER shall promptly notify CUSTOMER. The CATERER agrees to cooperate reasonably with CUSTOMER and CUSTOMER'S authorized representatives in the investigation, defense, and settlement of all Claims. The indemnification obligations contained herein shall survive the termination of this Contract for any reason whatsoever. The parties have negotiated this indemnity provision at arm's length and therefore agree that the provision shall not be strictly construed against the CATERER.

**5. LIABILITY AND LOSS.** CUSTOMER shall be liable for its acts or omissions and for the acts and omissions of its employees, agents, vendors, or guests/invitees that result in theft, damage to or destruction of CATERER'S property, rental property or other property used in connection with the CATERED FUNCTION.

CATERER shall be liable for its acts or omissions and for the acts or omissions of its employees or agents that result in the theft, damage or destruction of merchandise or property owned or controlled by CUSTOMER or its employees, contractors or agents.

Except as expressly provided in this Agreement, neither CUSTOMER nor CATERER will be liable for loss of profit or for other similar or dissimilar collateral or consequential damages based on breach of contract, warranty or otherwise.

**6. LIQUOR LIABILITY.** If alcoholic beverages are to be sold or served in connection with the CATERED FUNCTION, such beverages shall be dispensed only by CATERER and CATERER's personnel and bartenders.

CATERER represents and warrants to CUSTOMER that all of its personnel have undergone adequate training relating to claims of liquor liability and the safety concerns inherent in the service of liquor. CATERER has a liquor service policy that requires bartenders, waiters and other personnel to discontinue service of alcoholic beverages to obviously intoxicated guests.

Prior to any CATERED FUNCTION where alcoholic beverages will be served, CATERER will verify that all of CATERER's bartenders, waiters and personnel serving alcoholic beverages to CUSTOMER's guests are fully advised of CATERER's *Liquor Service Policy*. It is the policy of Rosemary's Catering that no shots are served. CUSTOMER may obtain a copy of CATERER's *Liquor Service Policy* at any time.

CATERER warrants that it carries *Host Liquor Liability Insurance*, and notwithstanding any other provision of this Agreement, to the extent of the coverage provided by such *Host Liquor Liability Insurance*, CATERER will defend, indemnify and hold CUSTOMER, its directors, officers, employees, agents and members harmless from and against any and all losses, damages, claims, expenses and liabilities of any kind, including defense costs, caused by or arising from the service of alcoholic beverages by CATERER under this Agreement if such service breached CATERER'S *Liquor Service Policy*.

CUSTOMER shall defend, indemnify and hold CATERER, its members, employees, agents, indemnitees and representatives harmless from and against any and all losses, damages, claims, expenses and liabilities of any kind, including defense costs, caused by or arising from the sale or service of alcoholic beverages by CUSTOMER, its employees, agents or contractors to a minor or an intoxicated guest.

**7. FIRST PAYMENT.** Upon execution of this Agreement, CUSTOMER will agree to pay a Non-Refundable 50% First Payment as presented on page 1, to properly secure confirmation of CATERER's performance. CATERER HAS NO OBLIGATION TO PERFORM THIS AGREEMENT UNLESS THE FIRST PAYMENT HAS BEEN DELIVERED TO CATERER. The First Payment will be non-refundable under the circumstances described in Section 8 below.

**8. CANCELLATION.** If the CATERED FUNCTION is canceled or rescheduled for any reason other than the failure or refusal of CATERER to provide catering services for the CATERED FUNCTION in breach of this Agreement, CUSTOMER agrees that CATERER is entitled to retain the First Payment as cancellation fees (and not as a penalty) for the cancellation or rescheduling of the CATERED FUNCTION. The parties acknowledge and agree that CATERER's actual damages in such an event cannot be calculated with reasonable certainty in advance. In addition, CATERER shall be entitled to receive from CUSTOMER the out-of-pocket expenses actually incurred by CATERER in preparation for the CATERED FUNCTION.

Number of Days Prior to Scheduled Commencement Date of the Event	Cancellation Fees (Expressed as % of Lost Revenue)
0-90	100% of the estimated costs as outlined in the Estimate of Charges provided in the most current Proposal of Services/Banquet Event Order.
91-179	75% of the estimated costs as outlined in the Estimate of Charges provided in the most current Proposal of Services/Banquet Event Order.
Contract signature - 180	50% of the estimated costs as outlined in the estimate of charges provided in the most current Proposal of Services/Banquet Event Order.

**9. FINAL PAYMENT.** Final Payment in full shall be due **SEVEN (7) business days prior to event date and any additional charges after payment is made are due on the date of the function.** If the full amount is not paid when due, CATERER HAS NO OBLIGATION TO PERFORM THIS AGREEMENT.

All payments arising out of this Agreement are due and payable, by **ACH, check, wire transfer or credit card\*** to:

**ROSEMARY'S CATERING**  
**704 Central Ave.**  
**Louisville, KY 40208**  
**Ref # 36510-1**

\*All credit card payments will incur a 2% credit card processing fee.

Please note that CATERER requires a credit card to be put on file for any incidentals or damages that are incurred the day/night of the Event.

**10. PAYMENT TERMS.** All credit card payments will incur a 2% credit card processing fee. CATERER reserves the right to assess finance charges on any amount unpaid when due at an interest rate of 1.5% per month (i.e., 18% per annum) until paid in full. In the event any check is returned for insufficient funds, CATERER may impose a returned check charge of \$100.00. CUSTOMER shall pay all costs incurred by CATERER in the collection of delinquent accounts, including reasonable attorney fees.

**11. PHOTOGRAPHY.** The CUSTOMER grants CATERER permission to photograph and use photographs taken at the contracted event for advertising and marketing purposes. This includes photos taken during set-up, breakdown and the event itself. These images are the property of CATERER and all ownership, right, title, and interest shall belong exclusively to CATERER.

**12. TAXES.** The prices quoted for the CATERED FUNCTION include federal, State and municipal taxes which may be imposed or become applicable to this Agreement and the CATERED FUNCTION. CUSTOMER agrees to pay all such applicable taxes, or CUSTOMER must provide CATERER with a valid *Certificate of Exemption*, properly executed, upon execution of this agreement. The attached form is required by the State comptroller's Office and must be submitted with a signed contract.

**13. LAWS.** CATERER shall conform in all material respects to federal, State and municipal food, alcoholic beverage and other laws, ordinances and regulations. FOR PURPOSES OF INTERPRETATION AND ENFORCEMENT, THE LAWS OF THE STATE OF KENTUCKY SHALL CONTROL.

**14. ASSIGNMENT.** This Agreement is not assignable by either of the parties hereto without the prior written consent of the other party.

**15. AUTHORITY.** Each person who has signed this Agreement on behalf of CUSTOMER represents and warrants to CATERER that such person has been fully authorized by CUSTOMER to do so as CUSTOMER's agent and representative.

**16. MISCELLANEOUS.** This Agreement has been negotiated, executed and is fully performable in Kentucky. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive all collection costs and reasonable attorneys' fees.

This Agreement, together with the *Banquet Event Order*, contains the entire and only agreement between the parties with respect to the CATERED FUNCTION. Customer acknowledges having read the terms and conditions of this agreement and agrees to be bound by them. If the terms of this Agreement conflict in any way with the terms of any other contract between CATERER and CUSTOMER, the terms, provisions and conditions imposed herein control. This Agreement may not be amended except by a writing signed by both parties. If any term or provision herein shall be held invalid or unenforceable, the remainder of this Agreement shall be given full force and effect.

**"CATERER"**

**"CUSTOMER"**

By: Amie Milby

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

Name: Amie Milby

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

Title: Director of Catering

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

Date: 02/01/2024

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