



**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 *R38*  
RE: North Bullitt High School Prom Contract 2025  
DATE: April 29, 2024

Please see the attached contract between North Bullitt High School and Crowne Plaza for their Junior/Senior Prom on Saturday, April 25, 2025.

This contact has been reviewed by Dinsmore & Shohl LLP. Please approve this contract at the May Board Meeting.

*JB*  
5.7.24

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

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**



**NORTH  
BULLITT**  
High School

**KRISTI LYNCH, PRINCIPAL**  
VALERIE SKILLMAN, ASSISTANT PRINCIPAL  
LINDSEY WEGLEY, ASSISTANT PRINCIPAL

**Memo**

**To:** Rachelle Bramlage

**From:** Kristi Lynch, Principal

**Date:** April 26, 2024

**Re:** Prom Contract

Please review and approve, to be sent for Board approval.

**Who:** North Bullitt

**What:** Junior Senior Prom

**When:** April 25, 2025

**Where:** Crowne Plaza, Louisville, Ky

**How much:** \$ 11,500



# CROWNE PLAZA®

LOUISVILLE AIRPORT

## Contract

### North Bullitt HS Prom 2025

#### Especially prepared for:

Date	April 25, 2024
Client	Sarah Starks
Title	
Account	North Bullitt High School
Address	3200 E. Hebron Ln. Shepherdsville, Kentucky 40165
Phone	(502) 869-6200
Email	sarah.starks@bullitt.kyschools.us

#### Event and Hotel Information:

Event	North Bullitt HS Prom 2025
Contact	Lyndsie Murphy
Title	Area Catering Sales Manager
Hotel	Crowne Plaza Louisville Airport
Address	830 Phillips Lane Louisville, KY 40209
Phone	502-252-2503
Email	lmurphy@ajshotels.com

This Contract ("Agreement") is by and between North Bullitt High School ("Group" or "you" or "your(s)") and the Schneider Fair Grounds LLC DBA Crowne Plaza Louisville Airport and Expo Center (the "Hotel" or "we" or "us" or "our"). Pursuant to this contract, once accepted, North Bullitt High School ("Group") will hold the following function(s) at the Crowne Plaza Louisville Airport.

### Event Agenda

#### Events and Functions

The Hotel will provide the function space in accordance with the schedule of events which is based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

Date	Time	Event	Room	Setup	Agreed
Fri, 04/18/25	8:00 AM - 7:00 PM	Client Setup	Crowne Ballroom	Special Setup Instructions	
Fri, 04/18/25	7:00 PM - 11:00 PM	Dance	Crowne Ballroom	Existing Setup	500
Fri, 04/18/25	7:30 PM - 9:00 PM	Reception	Crowne Ballroom	Special Setup Instructions	500

*Specific meeting rooms cannot be guaranteed and are subject to change. All reservations and this agreement are subject to the rules and regulations of Hotel and the following conditions.*

#### Minimum Anticipated Banquet Food and Beverage

Based on the estimated number of guests set forth above, you will be required to spend a minimum of \$6,500.00 in banquet/catering revenue for the function ("Minimum Anticipated Food and Beverage Revenue"). This "Minimum Anticipated Banquet Food and Beverage Revenue" does not include taxes or service charge, outlet and restaurant revenue, room rental, labor or audio/visual charges, or any other miscellaneous charges incurred for your event. Banquet minimums are based on 25 guests or more. These minimums are also subject to change.

Meals served in Meetings Rooms require a minimum of 25 guests. If your group is smaller please refer to the Small Meetings menu, or discuss with your Event Services Manager about meal vouchers in our restaurants. If your final attendance count should fall below the estimated number of guests listed above, we will be happy to advise you as to alternatives in food and beverage or meeting room space which may provide you with services equivalent in value to the agreed upon "Minimum Anticipated Banquet Food and Beverage Revenue" figures for your function. Should your event generate less Food and

Beverage (excluding taxes or service, labor or audio/visual charges, or any other miscellaneous charges incurred for your event) than the "Minimum Anticipated Banquet Food and Beverage", the deficit will be charged to the group's master account.

### **Meeting Room Rental Revenue**

The Hotel will provide all of the function space you require in accordance with the schedule of events which is described above for a fee of \$5,000.00, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. The Hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule above includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays. Additionally, should your space require setup changes within the day, you will be assessed an additional Flip Fee determined by the size and complexity of the change required.

Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events above, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the Hotel's meeting space to be used for your meeting may not be disseminated by the group without the Hotel's prior approval.

### **Service Charge**

25% (or the current service charge in effect on the day of the Event) of all food and beverage and room rental and function related charges, plus any applicable state and/or local taxes, will be added to your account as a service charge. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. Service charge is subject to change.

### **Guaranteed Attendance and Menu Selections**

The final attendance for your function must be received in writing by the catering/conference services office *no later than 12:00 PM five (5) working days* before the date of the function. This confirmed number constitutes the final guarantee and is not subject to reduction. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent (3%; maximum 20 guests) over your guaranteed number of people. If no guarantee is submitted to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 21 days prior to your arrival. Menu prices are subject to change until Banquet Event Orders are signed.

### **Kentucky State Liquor Law**

Kentucky state liquor law prohibits any alcoholic beverages being brought onto hotel property for consumption or distribution.

## **Additional Information**

### **Hotel Amenities**

The Crowne Plaza Louisville Airport amenities include:

- Basic level of wireless internet service in all guest rooms, lobby and common areas (charges may apply for premium internet speeds and in event rooms)
- Complimentary airport shuttle
- 24-hour fitness center

### **Parking**

Complimentary parking is available on site in our outdoor parking lot, based on availability. Complimentary airport shuttles run daily.

## Services

### Audio-Visual Requirements

Pinnacle Live is the current designated provider of AV services at the Hotel. Located on-site, Pinnacle Live will provide consultative expertise and deliver a technically advanced spectrum of AV services for your event.

Pinnacle Live is the only approved and authorized provider to set up overhead rigging in all meetings, exhibits, and other events held on the hotel premises. Rigging policies will be provided by your Event Services Manager. Audio visual equipment rental is subject to service charge, which is currently 25% (or the current service charge in effect on the day of the Event), and tax currently at 6%. Please note: service charge is subject to change.

The option to contract with an outside audio-visual company for the Event must be approved in advance by the Hotel. Pinnacle Live is responsible for managing and overseeing all event technology vendors and production contracted for groups at the Hotel. If you elect to contract an outside AV company, you will be assessed a fee of \$1500, plus service charge and tax. An on-site Pinnacle Live Technician will provide the following services:

- Oversee the outside/third party company during event set-up, rehearsal, strike, and load-out to ensure the Hotel's standards are maintained and guidelines are followed.
- In addition to the fee, all 3rd party audio visual companies will be **REQUIRED** to utilize a Pinnacle Live Technical Supervisor for all load-in, load-out, set up and strike processes. Standard hourly rates based on time of day will be applicable subject to four (4) hour minimum(s). The number of Supervisors needed will be dependent on the number of meeting rooms being utilized. **No load-in or load-out may commence without the presence of the Pinnacle Live technician.** Pinnacle Live maintains an inventory of rental equipment to assist with missing items, equipment failure or additions.

Hotel reserves the right to change its in-house provider, but the terms of this provision shall remain binding.

### Outside Contractors

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior written approval of the Hotel, and Hotel may have a list of approved contractors. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. Any contracted company working at Hotel is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars per person per occurrence. All such policies (except workers' compensation) shall specifically state hotel is named as an additional insured under the above policy. Such insurance shall be primary and not contributory with Hotel.

Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, form all outside contractors, and to charge a fee for outside services brought into the Hotel. Group bears all responsibility for the payment of any charges incurred at the Hotel by its contractors.

## Cancellation and Attrition

### Room Block and Services Commitment

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights,

services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition").

In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities at other times. While your room block, function rooms, and services have been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition. Additional compensation to offset liquidated damages would include any of the concession items listed in the agreement.

#### **Anticipated Revenue**

Your contracted banquet food & beverage minimum is \$6,500.00. Planned meeting room rental is \$5,000.00. This shall be referred to herein as the "ANTICIPATED REVENUE" (\$11,500.00). All food and beverage and room rental is subject 25% service charge. Service charge is subject to change. All revenue figures are net and not inclusive of taxes, service charge or commissions.

#### **Cancellation**

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the "ANTICIPATED REVENUE" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the "ANTICIPATED REVENUE" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the "ANTICIPATED REVENUE" will be due, plus applicable taxes and service charges.

#### **Force Majeure**

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind. Force Majeure Events do not include any failure to provide the facilities or to hold the meeting as a result of financial inability, political or social pressure, or general economic or market factors.

## **Billing and Payment Information**

#### **Taxes**

All federal and local taxes are charges related to the services rendered by the Hotel for your function in addition to the prices herein agreed upon, and you agree to pay them in accordance with the payment terms set forth herein.

#### **Payment Terms**

The following items shall be charged to the Master Account: banquet food and beverage charges, attrition charges, meeting space rental charges, audio visual, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting.

Moreover, all third-party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of twenty

percent (20%) of all third-party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities, and services of the Hotel by its vendors shall be posted to the Master Account.

A final bill, containing receipts and other back-up information, will be mailed to the Group. Master account charges may be paid in the form of bank check or bank transfer. All master account charges not paid within thirty (30) of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

**Credit Card Authorization**

A form of payment guarantee is required with the signed agreement. Please complete the attached form which authorizes the use of your credit card for payment of the master account.

**Credit Card Payment**

If you choose to pay by credit card, please see the attached deposit payment requests and authorize the use of your credit card for future deposits using the form.

**Check Payment Option**

If you choose to pay by check, please make your deposit payments payable to Crowne Plaza Louisville Airport and include the group name and arrival date on the Memo line. Checks must be received on or by the Due Date. You can post checks to:  
Attention: Accounting Department  
830 Phillips Lane  
Louisville, KY 40209

**Deposit Schedule**

The deposits and payments outlined in the table below are due as indicated. Interest will accrue on any unpaid balance or deposit paid late at the rate of 1.5% per month or 18% per annum. The deposits and payments will be applied to your master account in the form of credits. **Final deposit will be remaining balance due based on detailed banquet event orders, plus 10%. Amount will be subject to refund based on determination of final balance.**

Deposit Schedule	Due Date	Amount
1st Deposit	05/20/24	\$2,875.00
2nd Deposit	09/16/24	\$2,875.00
3rd Deposit	01/13/25	\$2,875.00
4th Deposit	03/17/25	\$2,875.00
5th Deposit	04/18/25	Remaining balance based on Banquet Event Orders, plus 10% to cover possible additions

If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted and the Hotel will retain any deposits on hand and apply them to the cancellation charges. If credit has been approved, payment will be due in accordance with the terms therefore agreed upon between the parties hereto, but in any event, no later than 20 days following Event.

**Terms**

**Insurance and Indemnification**

Each party involved in the exhibition – hotel, owners, leasing association (sponsor), and exhibitor – agrees to be responsible for any claims arising out of their own negligence and that of their employees or agents.

Each party agrees to be responsible for their own property through insurance or self-insurance and shall hold harmless each of the other parties for any and all damages caused by theft, and those perils normally covered by fire and extended coverage policies. Proof of such coverage must be presented to facility management upon request of same in a prompt and timely manner.

Group agrees to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the obligations which may arise or be incurred pursuant to or associated with this contract, and not less than the amounts set forth in the preceding section. A certificate of insurance shall be submitted to Hotel prior to the meeting, as noted above, showing that Group's insurance policy names Hotel as an additional insured.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless hotel its their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

#### **Additional Terms and Conditions**

This contract is made and to be performed in Louisville, Kentucky and shall be governed by and construed in accordance with Kentucky law. By executing this agreement, Group consents to the exercise of personal jurisdiction over it by the courts of the State of Kentucky, and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of Jefferson County. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and all litigation expenses, charges and costs incurred therein. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's Director of Sales and Marketing. No representative of the Hotel has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this contract without prior written consent of Hotel.

No food and/or beverage of any kind will be permitted to be brought into the hotel, or any suite used as a hospitality suite, by the group or any of the group's guests. Additionally, should the Hotel, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Group. This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

#### **Hotel Policies**

##### *Signage*

Signs and banners are not allowed in the hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Event Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture.

Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, your conference service manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage



to Hotel as a result of not having prior approval will be billed to Group.

*Placement of tables and use of decorations, props and staging*

Tables must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles and fire exits. Group is responsible for ensuring that decorations, props, or staging brought into the hotel comply with local fire department regulations. All risers that are set up at the Hotel must have back and side railings. This includes any risers that are rented from an outside company and brought on-site to be set up. Group may not utilize pyrotechnics.

*Auxiliary Aids*

Group agrees that by 3 weeks prior to the event, it will furnish to hotel a list of any auxiliary aids needed by your attendees in meeting or function space. Group agrees to pay all charges associated with the provision of such aids by Hotel.

*Function Space Assignments*

The Hotel reserves the right to assign another room for your function in the event the room originally designated for your function shall be unavailable or inappropriate, in the Hotel's sole opinion. In the event of increased costs or unavailability of commodities or menu items, the Hotel may, at its option, make reasonable substitutions in menu items.

*Music*

Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. We reserve the right to control decibel levels in any areas of the Hotel. You represent and warrant that all copyright and publishing fees for all compositions, materials, or arrangements performed or played at your event have been paid in full and you agree to indemnify, defend and hold harmless Hotel and its management company for any and all claims and damages related to the performance of any copyrighted works.

*Package Handling Fees*

Arrangements for delivery of packages should be made through the hotel contact. You must prepay all packages sent to the Hotel.

*Promotional Materials*

Hotel has the right to review and approve in advance any advertisements or promotional materials in connection with Group function which specifically refers to the Hotel or uses its name or logo.

*Group's materials brought into Hotel*

The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. All displays and/or decorations proposed by Group will be subject to the prior written approval of Hotel in each instance. Any personal property of Group or Group's guests or invitees brought onto Hotel premises and left thereon, either prior to or following the Event, will be at sole risk of the Group and Hotel will not be liable for any loss of or damage to this property for any reason. Group acknowledges that the Hotel does not maintain insurance covering Group's property and that it is the sole responsibility of Group to obtain business interruption, and property damage, and other potentially applicable, insurance covering such losses by Group.

*Compliance with laws and regulations*

Group agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel rules. Should Hotel incur any fees or costs associated with Group's compliance with such laws, regulations and rules, Group will be responsible for those fees. Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of Hotel's premises during any time the premises are under control of Group.

*Security*

If required, at the sole judgment of Hotel, in order to maintain adequate security measures in light of the size and nature of the Event, Group shall provide, at its expense, security personnel for the Event supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located, which agency shall be subject to the prior approval of Hotel. If Group does not procure security and provide contact information to the Hotel after being advised of the necessity, Hotel will order security and the costs shall be added to Group's master bill. Security personnel provided by Group

shall not carry weapons and are to coordinate with Hotel's regular security force and will concern themselves only with access to the space reserved hereunder (or substituted therefore), restricting their presence to those areas of the Hotel premises.

## **Authority and Acceptance**

The persons signing the agreement on behalf of Hotel and the Group each warrant that they are authorized to make agreements and to bind their principals to this agreement. A copy of the signed contract is due by Tuesday, May 7, 2024. This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable event at the Crowne Plaza Louisville Airport!

**Hotel Representative**  
[[SertifiSStamp\_2]]

**Group Representative**  
[[SertifiSStamp\_1]]

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Lyndsie Murphy  
Area Catering Sales Manager  
Crowne Plaza Louisville Airport

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Sarah Starks  
  
North Bullitt High School