

| It's about ALL kids.

Issue Paper

DATE:

May 15, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve to sign the agreement with Northern Kentucky Convention Center for the 2024 Simon Kenton Homecoming Dance.

APPLICABLE BOARD POLICY:

01.1 Legal Status of Board

HISTORY/BACKGROUND:

Simon Kenton High School would like to hold a homecoming dance at the Northern Kentucky Convention Center on September 21, 2024. This facility is relatively close to our school and can accommodate the large number of students that attend this event.

FISCAL/BUDGETARY IMPACT:

\$3900.00 – SK's activity account

RECOMMENDATION:


Approval to sign the agreement with Northern Kentucky Convention Center for the 2024 Simon Kenton Homecoming Dance.

CONTACT PERSON:

Craig Reinhart, Christine Hoerlein


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.

NORTHERN KENTUCKY CONVENTION CENTER CORPORATION

1 WEST RIVERCENTER BLVD.

COVINGTON, KENTUCKY 41011

LICENSE AGREEMENT NO. **24004** revised **5.22.24**

This LICENSE AGREEMENT, made this Wednesday, May 22, 2024 between the Northern Kentucky Convention Center Corporation (the "Center") operator of the Northern Kentucky Convention Center situated at 1 West RiverCenter Boulevard, Covington, Kentucky, 41011 (the "Facility" or "Facilities") and the **Simon Kenton**, (the "Customer") **11132 Madison Pike , Independence, Kentucky 41051.**

The Center hereby grants to the customer the permit to use the designated areas listed below in the Facility for the purpose of a **Homecoming Dance** and the Customer hereby accepts said permit, subject to the terms and conditions contained herein, on the reverse side hereof and as supplemented in the Event Planners Reference Guide annexed hereto and made a part hereof with the same force and effect as if fully set forth herein. Use of the following areas in the Facility shall be permitted at the time and date indicated and shall be contingent upon payment of specified rental fee or fees, as set forth below.

Date	Start Time	End Time	Description	Room	Setup	Agr	Room Rental
Saturday 09/21/2024	4:30PM	8:00PM	Setup	Event Center II	Existing Set.	50	Inclusive
	4:30PM	11:59PM	Office	Conference Room	Existing Set.	10	\$450.00
	8:00PM	11:00PM	Dance	Event Center II	Reception	800	\$3,900.00
	8:00PM	11:00PM	Registration	Lobby - 1st Floor II	Registration	800	Inclusive
	8:00PM	11:00PM	Concessions	Local Bean	Other		Inclusive
	11:00PM	11:59PM	Teardown	Event Center II	Teardown		Inclusive

Total Rental	\$4,350.00
Rental Discounts:	
Office Storage	(\$450.00)
Rental after Discounts	\$3,900.00
Kentucky Sales Tax	\$0.00
Tax Exemption Number	B470
Total Due from Client	\$3,900.00
Signed contract/PO and deposit due by June 4, 2024	\$975.00
Space balance due by August 21, 2024	\$2,925.00
Estimated charges (based on 2023 usage) subject to change due August 21, 2024	\$375.00

Payment must be made with a Visa, MasterCard, Company Check, Cashier's Check or ACH Transfer. Please note a 3% processing fee will be added to all credit card payments.

The above dates, times and spaces are being held on a First Right of Refusal based upon your event taking place in September 2024. We will be happy to extend these rates to your event if you select the Northern Kentucky Convention Center by July 10, 2024.

One Stop Service and Support – “The Convention Center with the Hotel Attitude”

The Northern Kentucky Convention Center is your “one-stop shop” for service and support. With experts in Event Coordination, Catering Management and Audio-Visual Productions; no matter what your need our Event Team is more than happy to assist you.

Our Service Standards - Included with Above Rental

- Wireless internet access for all attendees. *
- A team of professional, on-site event managers to work your event from opening to closing, all accessible via one cell phone number (distributed prior to arrival).
- One room-set per event.
- One refresh of room per day.
- Event Area clean and cleared; diagram to be approved 14 days in advance.
- General room lighting, heat, and air during event hours.
- One thorough cleaning daily of all rented space.
- NKYCC website listing of event dates and times, as requested.
- Welcome announcement on marquee for your attendees during your event.
- Use of the marquee to advertise event one week in advance; content approved by Event Services.

**The Northern Kentucky Convention Center uses a state-of-the-art wireless system, providing wireless access to all guests. The complimentary public wireless is throttled to 5Mbps per user to the capacity of the building's connection. All devices accessing the public wireless network will need the capability to accept the "Terms and Conditions" page. The Center cannot guarantee the performance of its wireless internet system due to the inherent factors that affect any wireless system.*

Additional Complimentary Services

- One standing Podium in the general session with speaker's water.
- One head table with speaker's water in each breakout as requested.
- Up to four skirted registration tables.
- Up to ten carts to be used during move-in & move-out.
- One complimentary 10-amp power outlet.

Culinary Services

The highest quality service and product are the Northern Kentucky Convention Center's proven successes. To ensure that this success is continued the Center has secured Sodexo Live! As our current exclusive culinary provider. Freshly prepared meals with a caring service style are the specialties of this professional team. No request is too small or large, as they collaborate with you to create menus that meet your dietary and/or budgetary needs.

Sodexo Live! provides complimentary table linens for all meal functions from their in-house supply. A good faith estimate of Food and Beverage pricing and style of service is provided 3 months in advance of your event's start date, with final confirmation upon signing of your food and beverage contract. Full pre-payment of estimated charges is due 30 days prior to your event, or upon receipt of your preliminary invoice.

For plated meal service a minimum of 90 minutes of service time is required. If 90 minutes of service time is not possible, the meal will be served buffet style.

For more information on Culinary Services, please contact your Sales Representative.

Audio-Visual Services

One of the most crucial steps in achieving any event's goals is the presentation of the event's message through professional audio-visual services. To assist in the successful achievement of this step, The Center has chosen an exclusive audio, visual and rigging services provider. **Our current provider is Prestige AV & Creative Services.** Their professionalism, responsiveness, creativity, and facility knowledge have all contributed to the proven successful results of events at our Center. From the slightest audio or projection need to the all-encompassing event production, they can manage the full spectrum of audio-visual services.

Decorating and Drayage Services

Due to the limited amount of storage space available at the Center, the Center is not able to accept shipments prior to your event.

The Northern Kentucky Center has established relationships with regional and national decorating companies equipped to service your show. From pre-event shipments right down to pipe and drape, these companies can provide the support your show needs. If you have not yet selected a decorator, please contact a sales Manager or Event Planner for our recommendations.

Services forms for exhibitors will be sent directly to either you or your decorator (via e-mail) to be included in your exhibitor kits. We are happy to honor discounted electric pricing to your exhibitors if they submit their order in advance 14 days prior to the move-in.

Additional Services Available

****Support, Equipment and Services**

*** - See Client pricelist for current pricing. For budgeting purposes, we suggest you add 5% annually to the above stated rates.*

- **IT Services** – The Center is currently equipped with complimentary public (unsecured) wireless internet service up to 5 Mbps. Please contact sales for any dedicated/private network, streaming or other services your event may need.
- **Electricity** – Any items needing power that are not provided by the Center and/or its exclusive vendors will be charged based upon need.
- **Staging**- The Center has a limited amount of staging. Contact Sales for additional information and pricing.
- **Trash Removal** – For removal of event materials not provided by the Center and/or its exclusive vendors, charges may apply.
- **Escalator Monitors** – Based upon the size and type of event using our Conference Level, escalator monitors may be required. The Center reserves the right to hire personnel for your event if it deems your staffing is not able to effectively manage these positions. All charges would be passed through to your event.

Staff

- **Traffic Managers** – Based upon your event's need to use the Center's dock, your event may be required to hire Traffic/Dock Managers. The number of managers required is based upon the dock usage for move-in and move-out purposes as opposed to shipping through your decorator.
- **Ticket Takers/Badge Checkers** – Events which require tickets/badges to gain entrance need a minimum of one ticket taker/badge per entry door.
- **Security Personnel** – The Center is staffed with 24-hour security in addition to state-of-the art security cameras throughout the building. If additional security is needed for your event, staff can be hired through our in-house company. Simon Kenton will provide four (4) police Officers to be on-site for the duration of the event. One officer will be stationed at the escalators to prevent access to the 2nd floor.

Entire Agreement

This agreement, including the provisions on the reverse side hereof and as set forth in the Event Planners Reference Guide, constitutes the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement, oral or written, modified, or altered in any manner except by instrument in writing executed by both parties.

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

Simon Kenton	The Northern Kentucky Convention Center Corporation
_____	_____
Customer	Center
BY: _____	BY: _____
Name	Convention Center Representative Executive Director & CEO
_____	_____
Title	Date
_____	_____
Date	Date

I. Advance Payments

The indicated Facility or Facilities will be held on a tentative basis until Customer returns a signed copy of this Agreement, together with the required percentage of the applicable rental fee or fees no later than prescribed date or payment schedule. Payment of all moneys due, covering the scope of this Agreement, is to be made by either VISA, MASTERCARD, COMPANY CHECK OR CASHIERS CHECK, PAYABLE TO THE NORTHERN KENTUCKY CONVENTION CENTER. Please note as of July 1, 2021, a 3% processing fee will be added to all credit card payments. Customer also agrees to pay to the Center, in advance, such other sums as may be necessary to cover costs which the Center anticipates may be encountered on behalf of Customer in preparation for and planning of Customer's event.

II. Final Payments

Upon receipt of billing, the Customer agrees to pay such other charges for additional services, space, personnel, and equipment as the Center may provide the Customer. Payment for such additional charges shall be made within ten (10) days of the billing date.

III. Cancellations/Refunds

The Customer acknowledges that the Center, upon cancellation by the Customer, will have suffered a financial loss. Due to all rental discounts being calculated based upon the total value of the event being held, the Center shall be entitled to a percentage of the total rental charges before discounts including applicable taxes and any other related fees the Center has incurred for the purpose of this event. Charges/Fees whether paid or outstanding, depending on the date of cancellation prior to event will be calculated and due as follows; contract execution date – 18 months, 25% of total fee; 14 - 17 months, 50% of total fee; 11 - 13 months, 75% of total fee; 0 - 10 months, 100% of total fee. If the Center can re-sell the space to like business and volume, cancellation fees will be reviewed. The licensee shall be responsible for court costs, reasonable attorney fees and cost of collection of delinquent accounts.

IV. Assignment of License

This contract may not be assigned by the Customer, or its right, title or interest therein assigned, transferred, conveyed, sublet (except for exhibit booths), or otherwise disposed of without the prior consent, in writing, by the Center.

V. Indemnity and Insurance

The Customer shall indemnify and hold harmless the Center, its officers, directors, agents, and employees as set forth in the Event Planners Reference Guide. Customer shall provide general liability insurance protecting itself, its agents, and employees, and listing the Center as an additional insured with a minimum coverage for Bodily Injury and Property Damage of \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate. The Center shall not be responsible for the loss or damage to equipment or property owned or used by the Customer, its agents, or employees, except to the extent caused by the Center's negligence or willful misconduct.

VI. Termination of License

In the event Customer (i) fails to perform any of the terms and conditions herein contained; (ii) appears to the Center to be financially insecure; (iii) is in violation of law; or (iv) is about to default in its performance of the terms and conditions contained herein, then Center may terminate this License Agreement. Upon termination, Customer shall, at its sole cost and expense, remove all its property from the Facility within twenty-four (24) hours of said termination and all advance payments shall be treated in the manner provided by Paragraph III above.

VII. Customer's Use of the Facility

Customer shall exercise due care in its use of the Facility and shall upon the expiration, termination, or cancellation of this License Agreement, surrender the Facility in as good a condition as when received, ordinary wear and tear excepted. Nothing will be taped, nailed, or affixed in any way to any building or structure constituting part of the Facility without prior approval of the Center.

VIII. Copyright Music

The Customer assumes full responsibility for any copyright infringements that may occur on account of any orchestra, musicians, or artists employed using copyrighted material.

IX. In-State Agent and Governing Law

The License Agreement shall be governed by the laws of the Commonwealth of Kentucky and the parties agree and consent to the jurisdiction of the Circuit or District Courts of Kenton County, Kentucky in any litigation arising out of the License Agreement. By signing the License Agreement, the Customer also acknowledges that this agreement has been entered into in Kenton County, Kentucky and understands that if they have no agent for process in Kentucky, under Kentucky law the Secretary of State shall act as their agent for process.

X. Force Majeure.

In the event of an occurrence or event beyond the control of the parties (FORCE MAJEURE) that makes it impracticable, illegal, or impossible to hold the event or for the attendees to stay or gather at, or travel to, the Center (such occurrence or event referred to here as a "Force Majeure"), either party may, upon notice to the other party, terminate or suspend its obligations under this Agreement and incur no liability thereunder, and shall be entitled to prompt return of all deposits and payments made, except for services already performed pursuant to the Agreement. A Force Majeure shall include, but not be limited to, acts of God; war; terrorism; civil disorder; government regulation including but not limited to those regulations prohibiting gatherings of the size or type or character of the gathering contemplated in this license agreement during a pandemic; travel bans, or restrictions, by federal, state or local agencies regarding travel or group meetings; natural disaster (such as fire, flood, severe weather and earthquake); strike or work stoppages or threat thereof; curtailment of communications; and curtailment of transportation facilities preventing or unreasonably delaying the attendance of the attendees.



Invoice

Ms.Christine Hoerlein
Simon Kenton
11132 Madison Pike
Independence, KY 41051

Invoice: **3755** **05/06/24**
Due: **\$975.00** **06/04/24**
Account: 00002993

Customer Copy

**Simon Kenton
Homecoming Dance (24004)**

In-Out: Sat 09/21/24

Description	Duration	Units	Rate	Amount
Room Rental				
Space Rental for upcoming Event				3,900.00
			Total For Room Rental:	3,900.00
			Total Services:	\$3,900.00

Invoice Summary Deposit

Total Due: \$975.00

Please Remit Payment to:

By Check:

Northern Kentucky Convention Center
1 West RiverCenter Blvd.
Covington, KY 41011

ACH Domestic Payments:

Beneficiary Name: Northern Kentucky Convention Center
Beneficiary Financial Institution: Central Bank
Beneficiary Fedwire ABA for ACH payments: 042100146
Beneficiary Account number: 61038168

Please note that all bank charges are the responsibility of the Payor.

Please use the invoice number as a reference for payment.

Please email a payment remittance to: accounting@nkycc.com



May 22, 2024

Ms. Christine Hoerlein
Simon Kenton
11132 Madison Pike
Independence, Kentucky 41051

Dear Christine:

Thank you for returning to the Northern Kentucky Convention Center for the 2024 Homecoming Dance.

Enclosed is your REVISED license agreement for the event taking place on September 21, 2024. Please sign as directed and we will send you a fully executed agreement. Payment terms are listed on the agreement and as you have done previously, a certificate of insurance will be due 30 days prior to your event. Any on-site items will need to be paid at time of service.

You will be working with the same team you have worked with in the past. We are honored you have chosen to host your event with us again.

Sincerely,

Brandon Keller

Brandon Keller
Sales Manager

BK/kp