



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. Amy Compton, Director of Secondary Education *AC*
RE: Bullitt East High School Prom Contract 2025
DATE: August 2, 2024

Please see the attached contract between Bullitt East High School and Kentucky Derby Museum for their Junior/Senior Prom on Saturday, March 22, 2025.

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

(Handwritten initials)
8.13.24

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



Bullitt East High School

NATE FULGHUM, PRINCIPAL
ANGELA BINKLEY, ASSISTANT PRINCIPAL
MIKE BRANGERS, ASSISTANT PRINCIPAL
STEPHEN CREPPS, ASSISTANT PRINCIPAL
ONDREA SMALLWOOD, ASSISTANT PRINCIPAL

TO: Dr. Jesse Bacon, Superintendent

FROM: Nate Fulghum

DATE: 7/31/2024

REF: Prom-BEHS 2024-25

Bullitt East High School would like to hold a prom for Juniors and Seniors on March 22, 2025. 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 11PM.

The dance will be open to Seniors and Juniors along with their approved guests. The current capacity for the venue allows for over 350 people. This venue has proven to be large enough to accommodate all Juniors, Seniors, and their guests. Funds to cover the expense will come from ticket sales to attend the event.

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



FIRST FLOOR BUYOUT CONTRACT
Bullitt East High School Prom
8762-1
 Kentucky Derby Museum
 704 Central Avenue
 Louisville, KY 40208
 tdeis@derbymuseum.org
 P: (502) 992-5903

CONFIRMATION AND CONTRACT FOR RENTAL EVENT

Primary Contact	Email Address	Telephone
Jesse Bacon	jesse.bacon@bullitt.kyschools.us	
Additional Contacts	Email Address	Telephone
Brooke Stivers	brooke.stivers@bullitt.kyschools.us	M: (502) 504-7049

MUSEUM FACILITIES INVOLVED: (Renter) will have exclusive use of the Kentucky Derby Museum’s first floor including access to the Derby Cafe, Oaks Terrace, and Great Hall. Two rooms will be provided for all wedding parties if Renter has opted to hold an on site ceremony. Renter understands these rooms are not available until 2:00pm and do not have exclusive access to restrooms.

Bullitt East High School Prom				
Date	Time	Location	Function	#
Sat, 03/22/2025	8:00pm-12:00am	Oak Terrace / The Great Hall / Exhibits	Reception	550

FACILITY AGREEMENT: Renter's guests will have exclusive access to all first floor Museum spaces during the renter's four-hour event. No rental event will last past 12:00 a.m. unless specifically stated in the contract. An additional fee of \$500 per hour will be assessed for extending the event past the four hours. Should rental clients guest remain in the Museum thirty minutes past the scheduled ending time, the Museum will reserve the right to charge for an additional hour (\$500) to the rental client. Renter will be allowed 30 minutes to break down any materials brought in. Renter is permitted to arrive no earlier than three hours before the event start time. A fee of \$150/hour may be charged if Renter or guests arrive before the three hour mark. All early arrivals must be arranged with the Museum sales staff prior to the event. Renter understands other groups may be occupying separate event spaces at the time of their event.

The performance of this agreement is subject to acts of God, war, government regulation, disaster, civil disorder or other emergency making it inadvisable, illegal or impossible to hold event. In the performance of this agreement, Kentucky Derby Museum, Rosemary’s Catering and Renter shall be independent contractors and shall not be deemed as partners. If event is cancelled under the aforementioned provision, all Rental Fees, Special Arrangement Fees and Cleaning Fees will be fully refunded and Museum will be held harmless in all ways for any expenses incurred by Renter. If Renter wishes to re-schedule event, Museum will apply all monies paid to the re-scheduled date.

FACILITY: Renter's event will be set throughout the Museum using 60” round tables or 6-foot tables and banquet chairs provided by the Kentucky Derby Museum. Renter must contract with museum’s exclusive Caterer for any linen or skirting needs.

The Museum has approximately (75) 60" round tables, (60) 6-foot rectangular tables and (600) black banquet chairs. Should Renter's table & chair needs exceed the Museum’s inventory (including any tables needed for buffet and/or display tables), the Museum will rent additional tables and chairs and pass cost on to Renter. Museum will work with Renter to confirm all room layouts by **03/15/2025**. Museum cannot guarantee layout changes can be accommodated the day of Renter’s event.

The Museum can provide a podium and microphone for the event at no additional cost. The Museum has an exclusive on all audio-visual (AV) equipment used in its facility. Any additional costs related to AV equipment will be billed after the event and payment is to be made within thirty (30) days from date of invoice. Complimentary Wi-Fi is available for all guests. The Museum



cannot provide a secure Wi-Fi network for Renter. One viewing of Museum's high definition video show, "The Greatest Race" is included with the rental fee.

The Museum does not permit smoking in any area other than outside on the Oaks Terrace. The Museum only permits certified service animals during events.

The use of sparklers, glitter, confetti, tinsel, sparklers, rice or birdseed is strictly prohibited at Museum events. The use of helium or non-helium balloons is strictly prohibited at all events. Open flame candles are strictly prohibited in all event spaces. If Renter fails to abide by this rule, Museum will charge a cleaning fee to cover extra cleaning time needed in relation to the use of such materials. Museum will bill Renter for the additional cleaning fee following event and Renter agrees to pay fees within thirty (30) days from date of invoice. The museum reserves the right to prohibit any rental/décor item that interferes with the museums policies or safety concerns.

Renter's conduct will at all times be consistent with the high quality and value of the Museum surroundings. Security personnel will remove any person creating a nuisance, acting in an abusive or threatening manner, or endangering other visitors or the physical environment of the Museum.

Renters may not move, alter or otherwise change any exhibit, artifact or display in place at the time of their rental event.

Unless specified in the contract, the Museum does not provide event planning/ coordinating assistance including but not limited to clean up of personal items, setting place cards, centerpieces, or décor brought in by Renter. Museum is only responsible for logistics directly relating to the facility.

FOOD AND BEVERAGES: All catering, beverage or other food services and charges are extra. Kentucky Derby Museum's exclusive Caterer, Rosemary's Catering, located in the Museum, must be contacted for all catering at 502-637-1111 ext. 2249. Renter will work directly with exclusive Caterer in developing menus and catering costs. Kentucky Derby Museum's exclusive Caterer has a liquor license and can provide a full bar service. All appropriate laws and regulations regarding liquor service, including service to minors, will be strictly adhered to.

No food or beverages of any kind is to be brought into the Museum without prior approval from the Museum and its exclusive Caterer. This restriction applies to any time Renter enters Museum including pre-set times, meetings prior to event and actual event.

DELIVERIES: All deliveries -- equipment, supplies, materials, etc. -- are to be approved by and pre-arranged with the Museum's sales staff. Delivery and pick-up are to be at the Museum's loading dock at Gate 2 of Churchill Downs off Central Avenue. The Museum cannot be responsible for storing any of Renter's items before or following event and all materials are to be removed from Museum's premises immediately following event. Absolutely no deliveries may be scheduled earlier than three hours before event start time. No deliveries may be scheduled before 4:30pm if event is taking place in the Great Hall. Entertainment groups such as a band or DJ will be able to arrive early if prior arrangements are made. Museum can provide green room space for band and similar groups at no additional charge. Arrangements must be made through the rental department in advance to reserve this space.

PARKING: Kentucky Derby Museum has access to parking facilities adjacent to the Museum and Churchill Downs at no charge to its clients during non-racing season and most Mondays and Tuesdays during racing season. **During Churchill Downs' Racing Season (late April to late June, September, late October through November) the Kentucky Derby Museum cannot guarantee parking for any event.**

ESTIMATED FACILITY RENTAL FEES: estimated facility rental fees is based upon a \$15 per person and a minimum of \$3,500.

Deposit Due Date	Amount	Description
09/06/2024	\$2,475.00	Non-refundable Deposit
03/15/2025	\$5,775.00	Final Payment

A non-refundable deposit is calculated as 30% of the estimated facility rental fees. The remaining 70% of the estimated facility rental fees is due seven days before the event date. Any overages from the event will be charged to the credit card on file the following business day. The signed contract and all rental fees are due thirty (30) days after the contracted event date. In the event that the remaining balance is not paid within the (30) days a 1.5% service charge will be applied.



Please make your checks payable to the Kentucky Derby Museum. If you prefer to pay by electronic transfer, please contact the Sales Department for an Authorization Form.

A signed contract, non-refundable deposit and valid credit card are required to legalize this agreement. The credit card is held for damages should any incur in the Museum during the Renter's event. Renter will be notified of any damages in the Museum and given an opportunity to assess the claim in person within 24 hours following the event. All repair fees will then be charged to the Renter's credit card. In addition, signature of this agreement gives the Museum permission to charge all past due invoices, cancellation fees and/or cleaning fees thirty (30) days, to Renter's credit card. No charges will be placed on Renter's credit card aside from those mentioned above without permission from Renter.

The Kentucky Derby Museum will place the non-refundable deposit on the provided Credit Card if another method of payment is not received with the signed contract. In the event that a Credit Card or other Method of payment is not provide along with the signed contract the Kentucky Derby Museum will not hold or guarantee the rental date until a non-refundable deposit has been paid in full.

CANCELLATION POLICY: The museum requires a 30% non-refundable deposit to confirm the rental. Cancellations made less than ninety (90) days prior to the rental date will be charged 50% of Rental fees. Cancellations made less than thirty (30) business days prior to the rental date will be charged full amount of the Rental fees outlined in Renter's contract.

If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; government regulation, including, but not limited to, government regulations prohibiting travel to the city in which the Venue is located over the Event dates and/or the issuance of a "Level 3 Travel Warning" by the Centers for Disease Control that specifically advises travelers to avoid all non-essential travel to the city in which the Venue is located and which travel advisory is in effect over the Event dates; the affected party may terminate this Agreement, without liability, upon providing written notice to the other party within ten (10) days of the occurrence. Should this Agreement be terminated according to the terms in this Section, Kentucky Derby Museum will return any payments previously paid to Kentucky Derby Museum.

The Renter shall be responsible for advising the Museum of any change in attendance no later than **03/15/2025** to receive a full adjustment of rental fees. If Renter does not notify Museum of a change in the above attendance estimate by **03/15/2025** it will become a guaranteed number. The museum staff will take an accurate guest count at the entrance of the museum on the day of your event. The Museum will then base its rate, if necessary, on that guest count previously guaranteed, or the actual guest count, whichever is greater. A flat rental rate will only apply if specifically stated in the contract.

The undersigned individually and/or as an agent for the organization listed above as "Renter" has read and understood the General Terms and Conditions related to Rental Contracts of the Kentucky Derby Museum and agrees to be bound by them and the fees and requirements set forth on this Interim Confirmation and Contract for the rental event set forth above.

Authorized Signature

Kentucky Derby Museum Authorized Representative

Jesse Bacon

Tori Deis
Director of Special Events
Kentucky Derby Museum

Date

Date

Upon receipt, sign and return one copy of contract (all pages), completed Museum Rental Policies document, and a method of payment for the non-refundable security deposit to confirm the rental date. Rental date is not guaranteed until Museum has received completed forms and non-refundable security deposit.

Attn: Rental Department
Kentucky Derby Museum
704 Central Avenue
Louisville, KY 40208
Phone: 502-637-1111

704 Central Avenue | Louisville, KY 40208 | (502) 637-1111 | DerbyMuseum.org



Fax: 502-636-5855

THANK YOU AND ENJOY THE KENTUCKY DERBY MUSEUM!



Kentucky Derby Museum Rental Policies

Please initial and submit completed version with signed contract.

- I understand all parking is controlled by Churchill Downs and the Museum cannot guarantee parking close to the Museum during any live racing day at Churchill Downs or in the event Churchill Downs is hosting a large event.
- I understand I do not have access to the event space until three hours prior to the event start time unless special arrangements are made with the Museum sales staff. If I arrive before agreed upon time, I will be charged a \$150 early arrival fee.
- I understand the Museum cannot accept deliveries until three hours prior to event start time and no deliveries are to be accepted before 4:30pm if event is taking place in the Great Hall.
- I understand I am allotted 30 minutes for break down.
- I understand I must confirm a room layout and headcount with museum no later than 03/15/2025.
- I understand the Museum cannot provide a secure Wi-Fi network for any event.
- I understand the Museum only permits certified service animals.
- I understand I cannot attach any items, signage, or décor to any walls or structure.
- I understand that all décor/rentals need to be approved by museum staff prior to booking with outside vendors.
- I understand separate events may take place in other Museum spaces during my event.
- I understand digital content for Great Hall 360 degree screens must be submitted by 03/19/2025 for standard customization and 03/01/2025 for still image customization. I understand I give up the right to a refund if there are technical difficulties if content was submitted late.
- I understand digital content for green screen photo booth must be submitted by 03/19/2025.
- I understand that thoroughbreds reside adjacent to the Oaks Terrace, and I may be asked to reduce music/sound levels during an event to accommodate their care.

Group's Authorized Representative

Jesse Bacon