



Issue Paper

DATE:

March 24, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with Dave & Buster's and Simon Kenton High School for a Senior Class activity on May 22, 2025.

APPLICABLE BOARD POLICY:

01.1 Legal Status of Board

HISTORY/BACKGROUND:

Simon Kenton High school has held a senior activity at Dave & Buster's for several years, as this facility can accommodate the large number of seniors in the Senior Class.

FISCAL/BUDGETARY IMPACT:

\$10,994.87 – SK's activity account

RECOMMENDATION:

Approval to sign the contract with Dave & Buster's and Simon Kenton High School for the Senior activity to be held on May 22, 2025.

CONTACT PERSON:

Craig Reinhart, Sheryl Fischer

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.

Name: Sheryl Fischer
Email: sheryl.fischer@kenton.kyschools.us
Phone: 859-653-8347
Event Date: Thursday, 05-22-2025

Last Modified Date: 03-21-2025 12:59 PM
Booking Id Number: 006UY00000JEHSFYAP
Sales Person: Austyn Morss
Phone: (214) 352-7630
Email: austyn.simmons@daveandbusters.com

Simon Kenton High School CLOSEOUT - Sheryl Fischer



Guests 350

Dave & Buster's Address	Event Date	Event Area	Set Up
[[Sertifilnial_1]]781 Heights Blvd., Florence, KY 41042	Thu, May-22-2025 10:00 AM to 01:00 PM[[Sertifilnial_1]]	Close Out	Banquet

EAT & DRINK:

ALL - Food Service portioned per person 1 @ \$0.00 \$0.00
Food Service Time: 11:00AM

In the event of dietary restrictions affecting your menu service, please discuss with your sales manager at minimum 3-5 business days prior to the event date. Changes made to the food items on the day of your event will result in additional charges.

Please note that food is portioned per person and quantities are prepared based on the number of guests contracted. Portions are finite and not replenish-able. Additional charges will apply if more food is requested and extra servings are subject to availability. Your Food Service Time listed cannot be adjusted the day of your event due to the volume of events hosted daily. For questions about your Food Service, please contact your Special Events Representative.

Youth Game Bytes Banquet 350 @ \$12.99 \$4546.50
Comes with:

- Flatbread Pizza
- Mini All Beef Pretzel Dogs with Ketchup
- Boneless Wings with Ranch
- Garlic Butter Pretzel Sticks with Marinara
- French Fries
- Unlimited Soft Drinks

Selected Item Addition:
Ultimate Cheese Flatbread

PLAY:

Youth Game Bytes \$20 Power Card 350 @ \$10.00 \$3500.00

Youth Game Bytes Power Cards are part of a package, including buffet and \$20 game card. The number of Power Cards must identically match the number of guests dining from the Youth Game Bytes buffet service.

Additional Power Cards above and beyond the amount dining from the buffet service are available at regular Power Card rates.

Area Rental

1 @ \$1500.00

\$1500.00

Guest Count (Headcount) for this Event Area:

MINIMUM: ____ MAXIMUM: ____

Seating and staffing will be based on your final guest count provided to us 5 business days prior to the event date, not to exceed the capacity of the event area size listed above. If no changes have been made, we will refer to the original signed contract.

PARTY DETAIL NOTES:

General Contract Note :

Dave and Buster's requires a non-refundable 50% deposit and signed contract before an event can take place. The remaining balance is due in its entirety at the conclusion of the event.

Final guest count is due five (5) business days (Monday-Friday) prior to the event. If a final guarantee is not received by this date, the host will be charged based on the original details of the signed contract.

EVENT AREA: Event area must be released at the expiration of the contracted rental time. Should guest wish to extend the reservation, the manager on duty must give verbal approval.

DECORATIONS: We do not allow decorations of confetti, glitter, silly string, small particle items or open flames (candles, tea lights, etc). Under no circumstance is anything to be adhered to the walls in spaces.

No tape, tacks or 3M products allowed.

OUTSIDE FOOD: We do not permit any outside food, beverages or dessert items (except a regular non-ice cream store bought sheet cakes for birthdays and anniversaries) brought in from the outside.

ITEMS LEFT BEHIND: If decorations or other items are left behind, D&B will not be responsible for these items. If something is found, we will try to hold it for up to 48 hours. After that the items will be discarded.

PAYMENT: Please ensure that you have a form of payment to pay your event balance upon the conclusion of your event. You may pay the remaining balance with cash, credit card or company check. We do not accept personal checks.

VALID I.D.'s REQUIRED: Dave & Buster's is licensed as a restaurant and bar, therefore we card all guests at the door and/or bar. Each guest will need to make sure they bring their valid ID.

UNDERAGE POLICY: For admission, underage guests must be accompanied by an adult or guardian. Minor Policy age varies by location. A guardian is a person of 25 years of age or older who agrees to be responsible for the conduct, supervision and safety of the underage guest. One party or guardian can accompany up to a maximum of six underage guests. Any person under the age of 21 caught drinking alcoholic beverages will be immediately removed from the premises. Underage guests must remain with their parents or guardian at all times.

ALL - Revenue minimum :

There is a revenue minimum requirement for this event in the amount of \$9500 prior to tax and gratuity. Only items paid for by the event host count towards the required revenue minimum. If minimum is not reached the difference will be added to the final bill.

Generic - Event Notes :

Specific Set Up requests including tables or audio visual equipment must be discussed with your sales manager prior to confirming event with signature and deposit to ensure space availability.

Summary of all charges

Deposit Due:	\$4773.25	Subtotal:	\$9546.50
Payments Made:	\$0.00		
Remaining Balance:	\$10994.87	Tax:	\$0.00
		Suggested Gratuity:	\$1448.37
		Grand Total:	\$10994.87





Name: Simon Kenton High School CLOSEOUT -
Sheryl Fischer

Event Date: Thursday, 05-22-2025

Booking Id Number: 006UY00000JEHSFYAP

RESERVATION AND DEPOSIT

Reservations are tentative and therefore may be canceled by Dave & Buster's at any time until a signed contract and deposit are received by Dave & Buster's. Deposits are applied to the balance and the entire balance is due on the event date. Please see above contract details for deposit amount due.

CANCELLATION POLICY

In the event the Host cancels this Dave & Buster's Special Event Contract (the "Agreement") prior to the initial arrival date of the event, Dave & Buster's will necessarily incur damages including, but not limited to, turning away other group events and the ancillary revenue associated with those events. Notwithstanding any other provisions of this Agreement, the Host shall have the right to cancel this Agreement, without cause, upon written notification to Dave & Buster's at any time prior to the event and upon payment of the amount expressed below:

Notice and payment received between signature and 30 days prior to event date: 50% of greater of the revenue subtotal or any required revenue minimum

Notice and payment received between 7 and 29 days prior to event date: 75% of greater of the revenue subtotal or any required revenue minimum

Notice and payment received between 0 and 6 days prior to event date: 100% of greater of the revenue subtotal or any required revenue minimum

No-show will be responsible for the full contracted value of the event. The parties agree that the sums are not a penalty, but represent a reasonable effort on behalf of Dave & Buster's to establish its loss prospectively and represent liquid damages. Such payment shall be made by certified check or credit card and shall accompany notice from the Host to cancel this agreement. Any attempt to cancel without the inclusion of payment, as set forth above, shall be invalid.

CANCELLATION ON BEHALF OF DAVE & BUSTER'S

Dave & Buster's reserves the right to cancel any event at its facility upon a determination, in Dave & Buster's sole discretion, that (i) the event violates the Restrictions set forth in the foregoing paragraph, (ii) the Host misrepresented the event in any way (to Dave & Buster's or any other party) or (iii) the event would be harmful to Dave & Buster's and/or its guests. In the event of such cancellation, Dave & Buster's will refund all prepaid deposits in full for cancelled event in question.

RESTRICTIONS

Host understands and agrees that it shall not assign this Agreement, nor subcontract or resell the rights and benefits provided hereunder, nor act as a promoter for the event, including but not limited to selling tickets, charging admission/cover charges or seeking donations in lieu thereof; and that the event shall be conducted as described in this Agreement.

HOUSE POLICIES

Dave & Buster's House Policies, including certain restrictions regarding minors, apply. These restrictions include the following: guests under the age of 21 (legal drinking age) are not allowed to consume alcohol under any circumstances; guests under the minimum age as determined by each location must be accompanied by a parent or guardian, generally defined as a person 25 years of age or older, who agrees to be responsible for the conduct and safety of the underage guest; each parent or guardian can accompany a maximum number of underage guests determined by each location; and underage guests must remain with their parent or guardian at all times. (Please note that at our Milpitas and Ontario, CA locations, all guests under the age of 21 must be accompanied by a parent or guardian who is 30 years of age or older and must leave the facility no later than 11:00pm; and at various locations guests under the age of 21 must be accompanied by a parent or guardian who is 25 years of age or older and must leave the facility no later than 10:00pm) Check with your location for details. VALID I.D. REQUIRED: Dave & Buster's requires identification for all guests under 25 years.

FOOD AND BEVERAGE

Host understands that consuming raw and undercooked meats, poultry, fish/shellfish or eggs may increase the risk of foodborne illness, especially if a guest has certain medical conditions. Any food remaining at the conclusion of the event may be taken off premises. Host acknowledges that the handling and storage of any leftover food items are the Host's sole responsibility and Host agrees to release and hold Dave & Buster's harmless from any and all claims arising from the preparation and consumption of leftover food items. Foods left behind after the event's party will be discarded. Buffets are portioned per person and quantities based on the contracted number of guests. Buffet portions are finite and not replenishable. Additional charges will apply if more food is requested by Host, and extra servings are subject to availability. Dave & Buster's does not allow outside food of any kind to be brought into the facility without prior written approval. As a responsible server in accordance with state and local beverage regulations, we reserve the right to monitor and limit consumption of alcoholic beverages. It is customary to leave a gratuity for your service team, which will be shared among the servers, bartenders, and support team who work to ensure your event exceeds your expectations. To aid in your planning, a voluntary suggested gratuity of 18% of the subtotal is included in the event total in this document. For your convenience, the suggested gratuity amount will be included on the receipt you receive the date of the event. You may change the gratuity amount on the date of your event by adjusting the gratuity amount on your credit card slip or adjusting the amount of any cash gratuity. Pricing is subject to change.

NUMBER OF GUESTS ATTENDING THE EVENT

Final guest count must be received to the store no later than five (5) business days (Monday - Friday) prior to the event. In the event we do not receive final count by this date, we will prepare for the original contracted amount and charge guest accordingly. If, on the day of the event, the attendance varies from the final count, the Host will be charged based on the greater number of guests. There will be a minimum count required for each event.

PAYMENTS

Host is responsible for all payments due under this Agreement upon the conclusion of the event. Company reserves the right, and Guest consents, to have Company charge the balance of Guest's event on the Guest's credit card on file in the event Guest does not otherwise make full and final payment for the Event at the conclusion of the Event. Once a credit card is charged for full or partial, Dave & Buster's is unable to refund the credit card at a later date or accept alternate payment. D&B Rewards Qualifying Purchases shall not include Special Events, including Party Rental, Room Charge, Mystery Dinner Show fee and deposits, prepaid deposits, accounts receivable and/or promotional events. (see D&B Rewards official rules at daveandbusters.com) Dave & Buster's does not accept gift cards or personal checks for payment of amounts due under this Agreement. LIMITATION OF LIABILITY Neither party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages or lost profits arising out of or relating to this agreement. Further, in no event shall Dave & Buster's aggregate liability arising out of or relating to this Agreement exceed the amounts paid by Host hereunder.

AGREEMENT

I, the undersigned Host or agent for Host, do hereby agree to the terms and conditions set forth herein. If I am an agent of the Host, I hereby state that I am able to enter into this Agreement on behalf of the Host.

Host (Signature)

Print Name

Date Signed

[[CertifiSStamp_1]]

Dave & Buster's Representative (Signature)

Date Signed