

## JESSE BACON, SUPERINTENDENT

ADRIENNE USHER, ASSISTANT SUPERINTENDENT BRANDY HOWARD, CHIEF ACADEMIC OFFICER TROY WOOD, CHIEF OPERATIONS OFFICER

TO:

Dr. Jesse Bacon, Superintendent

FROM:

Dr. Amy Compton, Director of Secondary Education

RE:

Bullitt East High School Catering and DJ Contract for Prom 2026

DATE:

December 3, 2025

Please see the attached contracts between Bullitt East High School and MozzaPi for catering and Spin-A-Round Sound for DJ for their Junior/Senior Prom on Saturday, March 21, 2026.

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



Client: Brooke Poole
Date of Event: March 21 2026
Guest Arrival Time: 8pm
Caterer Arrival Time: 7:30pm
Email: brooke.poole@bullitt.kyschools.us

Phone:

Event Address: Mellwood Arts Center Number to be served: 700

## TERMS AND AGREEMENT FOR MozzaPi Event

## **Deposits and Payment**

### **DEFINITE BOOKING**

Once you sign and return this letter, along with the required deposit of \$500.00 your reservation will be confirmed and considered a definite booking. All deposits are non-refundable. Please send a check to MozzaPi 12102 LaGrange Rd. Anchorage, KY 40223

#### FINAL PAYMENT

Final payment for your event is due 1 week prior to your event date or in the form of a check the day of your event.

### **FINAL GUEST COUNT**

Final guest count, not subject to reduction, is due two weeks (14 days) prior to your event date. If you need to increase your guest count, within 2 days of your event date, we will make every effort to accommodate your request. Additional fees and charges MAY apply.

### **STATE TAX**

All charges are subject to state sales tax.

### **TRAVEL CHARGES**

Events beyond 20 miles from 12102 LaGrange Road will incur charges of \$1.50 per mile and \$25 per hour total driving time per staff member.

### **VENUE FEES**

Some venues require a fee for using a catering service. Please contact your venue to confirm what fees apply. You, the client, is responsible for paying all fees associated with the event. Please let us know if fees apply and we will add them to your invoice.

#### **INCLEMENT WEATHER**

We do bring a small tent with us that in most cases is suitable for exposure to sun or rain. If your event is for an extended period during the heat of the day or there is a chance of inclement weather, we will provide suitable accommodation.

#### PARKING AND EVENT LOCATION

Please be aware that the wood fired copper oven is 5000 pounds on a trailer and is hauled by a support truck. Both require an easy ingress and egress with vehicles cleared for ease of parking and removal. In the event that the client chooses to requests that the pizza oven and support truck travel or be parked in a location that is not suitable for our 5000 pound pizza oven, the client agrees to pay time and expense should the pizza oven or truck get stuck. MozzaPi will not be held liable for damages to property in the event that either or both require towing or removal. Any damage to the pizza oven or support truck will be the responsibility of the client to repair should damage occur during removal. Should the client request that staff arrive prior to the event to review the parking/event area, the client agrees to pay \$75/hour driving and meeting time. We have found it best to avoid requesting parking the pizza oven and truck on steep, grassy hills, as the truck is unable to pull the oven to a safe location. In the event that additional time is added on due to removing the truck and oven due to unsuitable parking conditions, the fee will be \$50 per hour per staff member required.

#### **TIMELINE**

Original proposal is based on 4 hours. The menu proposal covers kitchen staff and servers for 4 hours. We typically arrive 30 minutes before guests are served to set up the oven and appetizer space and last minute prep. We typically serve appetizers for 1 hour then pizza for 45 minutes to an hour. We finish by then passing the s'mores. Sometimes, such as weddings or an open house, additional staff time is required. If you should need to stay past the four hour mark, you should purchase additional staff time in advance @\$50/hour per staff member (kitchen and service) for all cleaning services.

If you do not purchase in advance and we are required to stay beyond the 4 hours, charges are calculated at \$50/hour per staff member. This is required regardless of contractual agreements with the venue.

The quote includes sturdy plates for appetizers and desserts and a paper plates for pizza. We **highly recommend** for formal gatherings your provide your own table ware. If you plan to use rentals, we suggest you notify us to make sure we have enough time to collect dishes. YOU MAY BE BILLED FOR ADDITIONAL STAFF HOURS if your event does not adhere to the agreed upon timeline.

### **GRATUITY**

Highly recommended, at the client's discretion, any tip or gratuity will be evenly divided by all staff

### **Cancellation Policy**

### **CANCELLATION BY CLIENT**

All prepayments and deposits are forfeited if you, the Customer, cancel the event at any time. MozzaPi will apply the entire balance of your deposits and prepayment towards another event occurring within 90 days of the original event date, subject to our availability. All costs are subject to change.

#### **CANCELLATION BY MOZZAPI**

MozzaPi reserves the right to terminate this contract for any reason. If MozzaPi terminates this contract over 30 days prior to your event date, all deposits and prepayments will be returned in full within 7 days. If MozzaPi terminates this contract under 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days as well as an additional \$250.00 penalty paid by MozzaPi.

#### CANCELLATION POLICY DUE TO INCLEMENT WEATHER

The Customer has the right to cancel 7 days prior to event with no penalties, only if the cancellation of their event is due to inclement weather. MozzaPi will not travel on roads that

have snow or ice that has been uncleared. In addition, MozzaPi will not perform its services during times where the National Weather Service has issued a Severe Weather Advisory. MozzaPi will contact you at least two days prior in all cases of potentially threatening weather.

### **Menu Considerations**

#### KIDS/CHILDREN

Children under the age of 5 are not charged for catering unless client wishes to provide service / seating for them. Kids 6-12 are charged "HALF PRICE" on the agreed upon menu.

### **Damage and Liability**

#### DAMAGE

MozzaPi assumes no responsibility for **ANY** damage or loss of any merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. We will do everything possible to ensure that all of your supplies, rentals and equipment are cared for and maintained in good working order and without any damage.

I, the client, understand that by using/providing items I own or are providing or by hosting
an event in my home/office, that accidents/breakage and damage may occur. I will NOT
bill, charge or sue MozzaPi for any loss unless the damage or loss was caused by the
willful negligent actions or conduct of MozzaPi or its employees.
Customer Initial

#### **MOZZAPI LIABILITY**

MozzaPi's only liability, for third party claims, will be for actions caused by MozzaPi and/or the negligent conduct of its employees.

### THIRD PARTY LIABILITY

MozzaPi assumes no responsibility for the conduct of guests, members and third parties hired to provide services.

#### **INSURANCE**

MozzaPi Maintains General and Automobile Insurance.

#### **ASSIGNABILITY**

This contract is not assignable without the written consent of MozzaPi.

### **UNLAWFUL ACTIVITIES**

The customer will comply with all the laws of the United States and the State of KY/OH/IN, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If unlawful activities are occurring on the premises, and event is cancelled, there will be no refund of any kind from MozzaPi to the customer.

### **Event Changes and Disputes**

### **GUEST COUNT OVERAGE**

You will ONLY be charged for the guaranteed number of guests served unless you have more attendees than the guarantee AND MozzaPi was required to purchase more Food and or Beverages to accommodate you.

#### **ARBITRATION**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination.

enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Louisville, KY, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

### **AGREEMENT**

The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your group to make these arrangements. A signature delivered electronically will be considered binding for both parties.

I have read this contract and understand and agree to the rates and terms and conditions of this contract. Please sign and return one copy to MozzaPi. Remember to keep a copy for your records.

Authorized MozzaPi Signature:_ Authorized Client Signature:	· · ·		Today's Date
Client's Printed Name:		Client's	······································
Title:			
Client's Function			
Name:			
Function Date:	Function		
Venue:	-		



### eat@MozzaPi.com

All our menu items are created with the highest, quality ingredients, from the naturally, leavened sourdough Focaccia to our house-made vanilla bean marshmallows that melt in our wood-fired oven.

**Client: Brooke Poole** 

Date of Event: March 21 2026

**Guest Arrival Time: 8pm** 

**Caterer Arrival Time: 730** 

Email: brooke.poole@bullitt.kyschools.us

Phone:

**Event Address: Mellwood Arts Center** 

Number to be served: 700

# Pizza Only

### Main

A Selection of Artisan Wood-fired Pizzas \$18.00 per person

Event total based on 700 guests

Standard Menu: \$12,600.00 (700 guests @ \$18.00 per person)

Buffet Service: \$700.00 (7 staff for 4 hours @ \$25 per hour)

Event total: \$13,300.00 plus gratuity (tax exempt)

Any gratuity is divided between all staff on event

## Suggested Pizza Menu

Half Pepperoni Half Cheese Spinach and Ricotta Sweet Onion Marmalade Florenza

## **Pizza Options**

(select up to 4)

## **CLASSIC (Cheese or Pepporoni)**

Cheese, Red Sauce, Pepperoni

### **SWEET ONION MARMALADE**

Caramelized Onions, Blue Cheese, Andouille Sausage, Bourbon Cherries, Rosemary

#### THE FLORENZA

Pesto, Mozzarella, Spinach, Grilled Chicken, Olive Oil, Lemon

## SPINACH & RICOTTA (Vegetarian)

Red Sauce, Spinach, Ricotta, Mozzarella, Red Pepper Flakes

## **PESTOLINI** (Vegetarian)

Pesto, Mozzarella, Roasted Red Pepper, Mushrooms, Red Pepper Flakes

### **VEGAN PIZZA (Vegetarian)**

Red Sauce, Spinach, Mushroom, Roasted Red Pepper, Red Pepper Flakes

Please note: If you would like to hold this date, you will need to request a formal contract, with your date, guests' arrival time and event address. Once you review and approve this, I'll send you a deposit request and contract. Please note that until the contract is signed and returned and the deposit paid, we cannot guarantee your date and time. We will hold your date and time until another client requests and will then give you first right of refusal.

This is a quote only and depending on venue location, or other requirements needed to make your night extra special costs may adjust slightly. Total includes napkins and light plastic plates for appetizers and desserts and heavy paper plates for pizza. Items cannot be substituted on the MozzaPi experience menu. This is our basic menu and is priced accordingly. Staffing covers set up of the oven, preparation of fresh pizza and dessert at the event, passing all wood-fired items and clearing dirty plates and glasses.

## Frequently Asked Questions

## • Do you supply drinks?

No we do not, but happy to provide recommendations for providers.

### • Do you provide tables?

 No, we require the client to supply tables for buffet or guests, however, we bring the tables we need for our own set up.

## Do you supply plates?

 Yes, we can supply paper plates for pizza, appetizers, and s'mores. Please note we can not special order any plate, and that 8inch white cardstock are standard.

### • Is the service time negotiable?

• We require at least a 4 hour time frame to make it worth our staff's while. If you need extra time for table bussing, additional cleaning or service window please let us know.

## • Do you buss tables?

Yes, please see above.

### Do you rent out MozzaPi?

Yes, please send us a request and we can give you a quote.

## What ovens are available or will be used for my event (and how many)?

The copper oven is available for reservation for \$200. We are happy to let you know what we
plan to use for your event, if there is only one booking the copper oven will be used, if not you
will receive our horse trailer ovens. For events over 125 people there will be more than one
oven.

### • Can I substitute smores or olives for an alternative?

No, we do not allow substitutes for our set menu; they are included as complimentary items.
 They also pair well with other desserts, like wedding cakes.

### Do you offer vegan or gluten free options?

 Yes! Simply let us know how many of your guests have dietary restrictions and we would be happy to accommodate.

### • How many pizzas will you make?

• We will prepare the number of pizzas based on your final headcount, and that goes for either service. You can choose 4 styles then we will put together a good mix of your choices.

### Can you share more detail about what a buffet would entail vs. table service?

 Buffet just means that you would provide a table or two and your guests would serve themselves. Table service - requires more staff, and the servers will rotate the 4 styles of your choice to the tables. We will serve til everyone is full, and can box whatever's left.



To make things official, please review and sign the agreement below. If you have any questions along the way, please reach out. We want to ensure you have all the information you need.

## **CONTRACT FOR SERVICES**

Entered into on Mon, Oct 13, 2025.

For project on Sat, Mar 21, 2026 at TBD.

Parties:

Known as "Provider"

Spin-A-Round Sound DJ Services
brooke@bullitt.kyschools.us

12013 Timberfield Ct. Sellersburg, IN 47172 502-468-4134

and

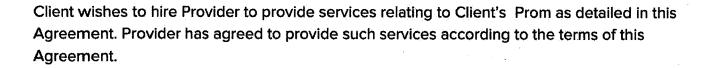
Known as "Client"

**Brooke Poole** 

brooke.poole@bullitt.kyschools.us

5025047049

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."



### **TERMS**

### **Services**

Provider shall provide Client with the following services and/or products ("Services"):

Prom at \$2,000 for a total of \$2,000

3/21/26 Prom. 8-11 will be run time. We will provide music, lighting, DJ & MC.

## **Location & Delivery of Services**

Location. Provider shall deliver Services to Client at the following location(s):

Mellwood Arts Center

## Cost, Fees and Payment

**Cost.** The total cost ("Total Cost") for all Services is \$2,000.00 due in full. Client shall pay the Total Cost to Provider as follows:

100% of the total due on Feb 19, 2026, in the amount of \$2,000

The first payment is non-refundable. At a minimum, Client agrees that the first payment fairly compensates Provider for committing to provide the Services and turning down other potential projects/clients. Retainer and signed contract is required to secure event date. Please make checks payable to Todd White and mail to 12013 Timberfield Ct. Sellersburg, IN 47172

This agreement made on 9/24/25, between Brooke Poole [Referred to as Client], and Spin-A-Round Sound DJ Service [Referred to as Vendor] for Prom on 3/21/25 at Mellwood Arts Center.

## Retainer

An initial 50% first payment and a signed contract must be secured prior to any services being secured performed by vendor. Please make checks payable to Todd White and mail to 12013

### **Contracted services**

Includes all services described in selected package details reviewed and distributed to clients. Any additional services/products requested by the client incurred by vendor will be billed directly to client at cost.

## **Expiration**

Current event date is valid 5 days post origination date to secure services. After 5 days, this date becomes available for booking to the public.

### **Provided Documentation**

All documentation created and provided to client is owned and copy written by Vendor and cannot be used or given to any other 3rd party.

## Liability

It is understood that Vendor is only liable for services completed and provided by Vendor and cannot be held liable for the services of other contracted vendors. It is understood that in no event shall Vendor be liable for consequential damages of any kind.

## **Cancellation Policy**

This Agreement cannot be cancelled or modified except in writing either by the client or Spin-A-Round Sound. If the Client initiates cancellation the deposit paid is non refundable. For cancellations less than 90 days prior to the event, the Client is responsible for the total fee. Rescheduling for events cancelled due to inclement weather or deaths shall be accommodated whenever possible. Rescheduled events are subject to availability.

## Postponement Policy

If event is postponed, all services will cease at time of notification of postponement if no determined new date is provided. Payment schedule will be determined and readjusted post new event date notification. If client requires services to resume, post new event date being established, second payment will be required at time of service re-start.

## Responsibility

Vendor is not responsible for Acts Of God, Natural Disasters, an Act Of Government such as A Declaration of National or Local Emergency, or Other Incidents Not within the control of the Vendor, i.e. accident, death in the family, illness, pregnancy, or sudden tragic circumstance. In such a situation, Vendor will obtain, upon approval of the client, a qualified professional replacement to fulfill Vendor's obligations under the contract, at no additional charge to the client.

Additional unplanned and/or un-contracted services (such as, but not limited to, day of wedding extension of time, services outside of scope of agreement, management of non wedding day activities, etc) are considered overtime and will be billed with prior notification and consent at the rate of \$350.00 per hour.

## **Contracted Vendor and Payments**

Any rentals and/or subcontracted vendors contracted on behalf of client will be paid in full to Vendor directly at requested deadline. Proper notice will be provided per cost.

## **Damage or Loss of Accessories**

Client agrees to exercise all due care in caring for, and preserving the property of Vendor. Clients shall remain responsible for all loss or damage to rentals, up to and including actual replacement value for each missing or damaged item per cost.

## **Payment Schedule and Method**

For your convenience, payments can be made online via HoneyBook.com using a valid credit card or bank account. Otherwise, payment is to be made by cash or check.

A 50% initial payment due upon completion of the signed agreement for services. Remaining balance is due 30 days before event date, Sat, Mar 21, 2026.

### **Facilities**

If an event is held on a second floor or basement, (provided there is no elevator), there is an additional \$300.00 added to the price.

## Attorney

If legal action is necessary to enforce the terms of this contract the prevailing party shall be entitled to reasonable attorney fees in additional to any other remedies to which that party might be legally entitled.

## Appropriate Conduct/ Safe Working Environment:

The Client(s) expressly agree(s) to take best efforts to provide Vendor and Vendor's staff with safe and appropriate working conditions. In the event of circumstances deemed by either Vendor or a bystander to present a threat or implied threat of injury or harm to Vendor staff or equipment, the Vendor reserves the right to cancel all services remaining under this Agreement and leave the event. At the Vendor's discretion, the Vendor may enact a three-strike policy. After the first offense, the Vendor will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), Vendor shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the Vendor will immediately leave the event. If the Vendor leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold Vendor harmless as a result of incomplete event coverage, or for a lapse in the quality of the Vendor's work, and the Client(s) shall be responsible for payment in full.

### **PROVISIONS**

The Client shall insure that (1) performance facility provides DJ with a working space approximately 12' by 8' in an area within 25 feet of two 110 volt outlets on separate circuits (3 prong grounded) (2) Facility is open at least three hours prior to scheduled start time (3) Facility meets all state and federal safety regulations (4) Reasonably steps will be taken to protect DJ equipment, personnel & music (5) For outdoor performances, shelter and platform or stage must be provided. The shelter must completely cover and protects Spin-A-Round Sound Equipment from adverse weather conditions including sun. Please note, we can not set up equipment in gravel, dirt or wet grass. Spin-A-Round Sound reserves the right to NOT set up if the event is outside and the venue or the client has not provided shelter or a stage/platform. Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these provisions.

### Indemnification

Client will indemnify Provider against any and all liability associated with the use of pictures taken during the event and, if applicable, within the photo booth, its representatives, employees or affiliates at event.

### Media Release

Client grants Spin-A-Round Sound DJ Service the right to capture, use and reproduce photographs, video, and audio recordings taken during the event for promotional purposes, including but not limited to social media, website content, marketing materials, and advertising. Spin-A-Round Sound DJ Service retains full ownership and copyright of all media content it captures. This includes the right to edit, publish, and distribute such materials without further consent or compensation to the client or event attendees. If the Client prefers to limit or restrict this use, they must provide written notice prior to the event date.

## **Miscellaneous Terms for Photo Booth Rental**

In the event Provider is unable to supply a working photo booth for at least 90% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If the printer fails to print out photos on site the Provider will offer a web link to the client where guests may order prints free of charge with free shipping (up to 5 prints per household), as well as the ability to download the digital files for their own use. If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration.

The undersigned have read this contract, understand its terms, and agree to be bound thereby. Any additions, deletions, or revisions must be made in writing and approved by all responsible parties. The parties agree that this contract is the complete and exclusive statement of the mutual understanding of the parties.

Todd White \* Signature required todd@spinaroundsounddj.com



# **Spin-A-Round Sound DJ Services**

Todd White | (502) 468-4134 | todd@spinaroundsounddj.com

www.spinaroundsounddj.com

