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Issue Paper

DATE:

December 9, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract with The Music Concierge and Dixie Heights High School to provide DJ services for the Class of 2026 Senior Dinner Dance.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year Dixie Heights High School holds a Senior Dinner Dance for Seniors and their guests to attend dinner and a night of dancing. Senior Superlatives will also be announced this evening. The event will be held on March 7, 2026 from 7 p.m. until 10 p.m.

FISCAL/BUDGETARY IMPACT:

Total cost of the DJ services for Senior Dinner Dance will be \$750.00. All expenses will also be paid from the Senior Class Activities account.

RECOMMENDATION:

Approval to contract with The Music Concierge and Dixie Heights High School to provide DJ services for the Class of 2026 Senior Dinner Dance.

CONTACT PERSON:

Roddy Stainforth/Teresa Catchen


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.

PROPOSAL



Proposal Number **20251015-01**

Today's Date **December 9, 2025**

Due Date **March 7, 2026**

Prepared For **Richie Kowalewski**
 richard.kowalewski@kenton.kyschools.us
 8592481353

Prepared By **The Music Concierge**
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 Park Hills KY, 41011
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 513-368-0222

Description	Quantity	Unit Price	Amount
Prime School Party Package (100-250 Guests) (3 hours) Saturday, March 7, 2026: 7:00 PM to 10:00 PM The View at Mt. Adams, 1071 Celestial St., Cincinnati, OH, 45202 Package Includes: <ul style="list-style-type: none"> • Professional DJ with a current music collection. • Professional Master of Ceremonies to handle all announcements & energize the students • Professional 4 bar light tree dance floor lighting • Professional sound system with two (2) loudspeakers and one (1) subwoofers • Up to date music catalog with radio edits • Three (3) hours of coverage • Online contracts • Online payments • Online song requests 	1	\$750	\$750
Dance Floor Lighting This is the lighting close to the DJ booth that makes your guests feel more comfortable to dance and adds to the overall ambiance. https://www.youtube.com/watch?v=wliUkrvIVAY https://www.youtube.com/watch?v=i-EKfpv0yzU	1	\$200	\$200
Friends & Family Discount (TMC owner is parent of past & current student)	1	\$-200	\$-200
Total Cost			\$750

Contract

General: The following terms and conditions outline Market Muse LLC dba The Music Concierge and The Photo Booth Concierge responsibilities (herein also referred to as Company) and the customer/purchaser/clients responsibilities. Market Muse LLC agrees to provide entertainment and DJ and/or Photo Booth Services at the venue indicated above. Pictures and video may be recorded at the event. The client can use such pictures and video for non-profit use only. Market Muse LLC owns all picture and video rights and may use them for commercial and advertising material.

The Venue: It is understood that if this is a "Rain or Shine" event, Market Muse LLC's compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The DJ/Photo Booth Operator reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. Market Muse LLC's compensation will not be affected by such cancellation.

Purchaser shall provide the DJ/Photo Booth Operator with safe and appropriate working conditions. This includes a 6-foot by 6-foot area for setup, space for setting up speakers and lighting stands. The DJ/Photo Booth Operator requires a minimum of one 15-20-amp circuit outlet from a reliable power source within 50 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to the Company's equipment due to improper power is the responsibility of the purchaser. Two circuits are preferred, where possible. Additional outlets on SEPARATE circuits for lighting (if contracted for) are required. Purchaser shall provide crowd control if warranted; and furnishing directions to place of engagement. Purchaser is responsible for paying any charges imposed by the venue. These charges may include but are not limited to, parking, use of electric power, and fire marshal if necessary (for use of fog).

The Purchaser shall at all times have complete control, direction and supervision of the performance of the DJ/Photo Booth Operator at this engagement and Purchaser expressly reserves the right to control the manner, means and details of the performance of the services of the DJ/Photo Booth Operator. If applicable to your event, a written event/music planner or music request list must be received from the Purchaser and forwarded to Market Muse LLC at least two weeks prior to the date of the engagement for it to be included in Market Muse LLC programming guidelines. With or without the aid of an event/music planner or music request list, Market Muse LLC shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. Market Muse LLC will make an extra effort to have all activities and music requests available if they are received IN WRITING at least two weeks prior to the engagement, however, the selections WILL NOT be guaranteed.

This agreement guarantees that the DJ/Photo Booth Operator will be ready to perform at the start time of the engagement. No guarantee is made as to the DJ's time of arrival; however, Market Muse LLC requests that the DJ/Photo Booth Operator be permitted 120 minutes before the engagement and 60 minutes after the engagement for setup and takedown. Market Muse LLC also requests ramp or elevator access between the parking/service entrance and the setup area.

Safety: Market Muse LLC reserves the right to deny any guest access to the sound system, computers and supplies owned by the Company. Market Muse LLC is not liable for any injuries or damages caused to the client or client guests. Any damage or theft occurring to any equipment owned or leased by the Company because of negligent acts of the client, members of his organization or engagement guests whether invited or not will result in the client being held responsible to pay for the damages or lost items. Damages may include but are not limited to alcohol spilled on equipment, kicking or knocking over of equipment, or theft of any equipment. The Company will notify the client immediately upon discovery of an accident or loss.

Payment Terms and Contract Cancellation: The agreement of the DJ/Photo Booth Operator to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made Market Muse LLC to find replacement entertainment at the agreed upon fees. Should Market Muse LLC be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, Market Muse LLC liability

shall be exclusively limited to an amount equal to the performance fee and that Market Muse LLC shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable. All other payments are nonrefundable if canceled within 10 days of the engagement unless the Company cancels the engagement. Services requested that exceed the above time frame will be charged at the rate of \$200 per hour, payable by credit card through your client site the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

Event photography packages: Shared rights for social media and inside company usage only, renegotiation needed regarding alternative usage. Delivery dependant upon event. Replacement photographer will be attempted if original photographer becomes ill or unavailable.

The purchaser and Market Muse LLC agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay Market Muse LLC the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus a reasonable attorney's fee.

In the event of non-payment, Market Muse LLC retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by Market Muse LLC. Purchaser shall be charged \$25 for each bounced check plus a \$7.50 service charge for each collection notice.

Engagements within the Greater Cincinnati area will not be assessed a travel charge. Services requiring travel outside of this area will be charged at \$0.50 per mile in excess of 30 miles. Engagements in excess of 100 miles will require accommodations be made for an overnight stay in a local hotel/motel for the DJ/Photo Booth Operator to be provided by Purchaser.

Misc: By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

Purchaser agrees to defend, indemnify and hold Market Muse LLC harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to Market Muse LLC performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party.

The purchaser may not transfer this contract to another party without the prior written consent of Market Muse LLC. This agreement is not binding until signed by both Purchaser and Market Muse LLC has received it. Any changes must be written and signed by both the Purchaser and Market Muse LLC. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

Please make payment payable to
Market Muse LLC
1522 Dixie Hwy
Suite 125
Park Hills, KY 41011

IN WITNESS WHEREOF, the undersigned have entered into this Contract as of the first date set forth above,

Client

Richie Kowalewski

Company

The Music Concierge

Signature

Name

Date

Signature

Date

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