

FLOYD COUNTY BOARD OF EDUCATION
Tonya Horne Williams, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Steve Stone- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4

Date: January 07, 2026

Consent Agenda Item (Action Item): Betsy Layne High School is requesting permission enter a payment agreement with Beat the Bomb DC for the National Honor Society and Beta Club's escape room experience on April 2, 2026.

Applicable State or Regulations: Board Policy 01.11 General Powers and Duties of the Board of Education.

Budget/Financial Issues: The event would not impact the board of education.

Background and Rationale: National Honor Society and Beta Club students have maintained GPAs of 3.5 and have spent countless hours volunteering for the community and being leaders in our school. This trip will allow them to visit our nation's capital and learn about the leaders of our country. Approximately 35 students and three chaperones will be traveling.

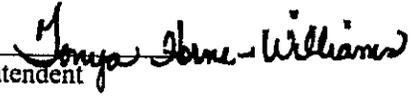
Recommended Action: The Floyd County Board of Education allow Betsy Layne High School to enter a payment agreement with Beat the Bomb DC for the National Honor Society and Beta Club's escape room experience on April 2, 2026.

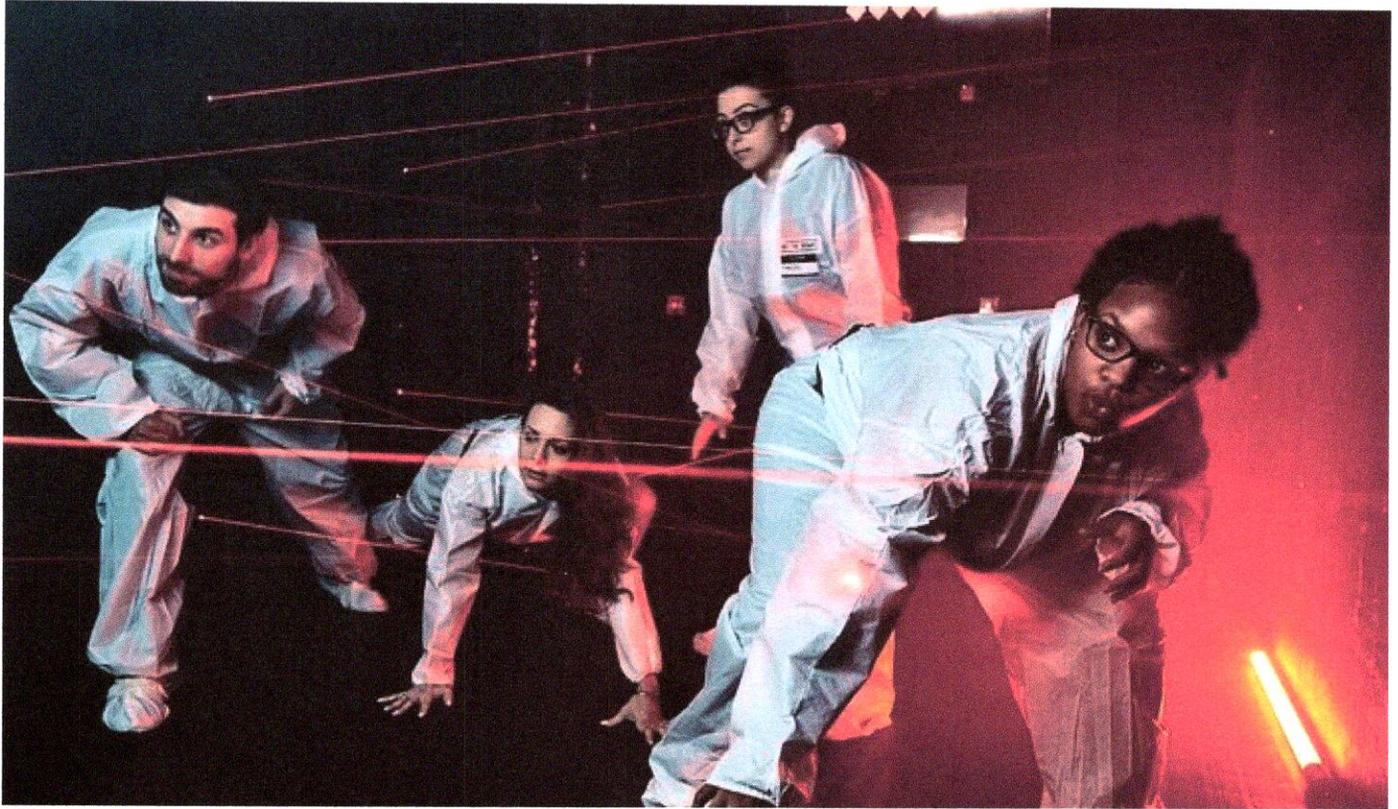
Contact Person(s):

Jody Roberts, principal
Brandi Justice, NHS sponsor


Principal


Director


Superintendent



40

About

Step into a real-life video game at Beat The Bomb! Team up with friends, family, or co-workers to tackle the ultimate mission: dodge lasers and solve puzzles to disarm the world's largest paint, foam, or slime bomb before it explodes! Afterward, hit the Arcade Bay for more arcade games or recharge at The Bomb Bar with food and drinks. Whether you're in it for the challenge, the camaraderie, or just a great time, you're in for a blast—literally! So, do you have what it takes to Beat The Bomb?

Duration: 1-2 hours



Beat The Bomb D.C.
2005 Hecht Ave NE
Washington DC, DC 20002

Betsy Layne High School - Spring Break Trip!

Thursday, April 2,
2026

EVENT AGREEMENT

ACCOUNT: Betsy Layne High School

CONTACT: Brandi Justice

ADDRESS:

EMAIL: brandi.justice@floyd.kyschools.us

PHONE: 6062135973

SALES MANAGER: Alex Dahlen

EMAIL: Alex.Dahlen@beatthebomb.com

PHONE: (443) 584-3747 ext. chris

EVENT COORDINATOR:

EVENT SUMMARY

Date	Day	Time	Areas	Event Type	Guests	Gtd
4/2/2026	Thursday	4:00 pm – 7:00 pm	Bombie Room, Mission Experience, and Game Bay	Schools Camps	40	

BOMB BUNDLE PACKAGE

Qty

NEW STANDARD FIELD TRIP BUNDLE

GAME PLAY

Qty

31

Mission Experience *One Hour*

Play through a series of (5) high-tech video games to disarm The Bomb before getting blasted. Includes FREE photos & video.

Arcade Bay Experience *One Hour*

Semi-private gaming bay with access to (20+) mini-games.

9

Complimentary Chaperones

Mission Experience *One Hour*

Play through a series of (5) high-tech video games to disarm The Bomb before getting blasted. Includes FREE photos & video.

Arcade Bay Experience *One Hour*

Semi-private gaming bay with access to (20+) mini-games.

FOOD

Qty

31

Kids Pizza Party Package includes the following:

Pizza n' Fries Party

- (1) Personal Pizza choice of:
Cheese or Pepperoni
- Served with Fries
- (1) Frozen Shirley Temple Slushie
- Unlimited Sodas & Juice

9 **Complimentary Chaperones**

Pizza n' Fries Party

- (1) Personal Pizza choice of:
Cheese or Pepperoni
- Served with Fries
- (1) Frozen Shirley Temple Slushie
- Unlimited Sodas & Juice

ROOM RENTAL

Qty
40 **Semi-Private Event Space**

ESTIMATED BILLING

			Total
Promotion			\$0.00
Subtotal			\$1,240.00
Administrative Fee	15.0%		\$186.00
Gratuity	0.0%		\$0.00
Food & NA Beverage Tax	10.0%		\$31.00
Alcohol Tax	10.0%		\$0.00
Sales Tax	6.0%		\$66.96
Minimum Spend	Total		\$0.00
	-\$0.00 Met		
Grand Total			\$1,523.96
Deposit (Due 12/5/2025)		Unpaid	\$761.98
Final Payment			\$1,523.96

*** All food and beverage charges are subject to a 15% administrative fee and 6% District of Columbia State sales tax (unless otherwise stated above). The administrative fee, room fees, rental charges, merchandise charges, entertainment charges, estimated charges, equipment rental, extension/late ending charges, cancellation/cancellation processing, food & beverage minimum, corkage fees, and all other charges and fees charged to your reservation are not gratuities and will not be distributed as gratuities to any staff but will be retained by the Company in connection with and to offset the administration, operating, and overhead expenses associated with your Event.**

An optional gratuity may be left by you to be paid to the tip-eligible (non-managerial) staff working during your reservation (less any applicable prorated credit card fees on such gratuities, if such gratuities are left by credit card). This optional gratuity will be applied to your bill on all food and beverage charges. You are not obligated to leave

a gratuity. You may modify the amount at any time prior to the conclusion of the reservation.

Client Signature



Beat The Bomb D.C.

Betsy Layne High School - Spring Break Trip!

Thursday, April 2,
2026

TERMS & CONDITIONS

This Event agreement between Beat The Bomb (BTB Washington DC 1 LLC) and the Client ("Client" or "you") is made subject to the terms and conditions contained or referred to in this document ("Event Agreement").

EVENT CONFIRMATION: Your Event will be confirmed only upon receipt of your non-refundable deposit equal to fifty percent (50%) of the estimated amount due for the event. Your deposit may be paid via our online portal using a MasterCard, Visa, American Express or by company check payable to "BTB Washington DC 1 LLC" (based on approval of the General Manager). All rentals (including Game Bay), Mission Experiences, and food and beverage are subject to applicable tax. All items are subject to a 15% administration fee which will be included in the estimated amount due.

*** All food and beverage charges are subject to a 15% administrative fee and 6% District of Columbia State sales tax (unless otherwise stated above). The administrative fee, room fees, rental charges, merchandise charges, entertainment charges, estimated charges, equipment rental, extension/late ending charges, cancellation/cancellation processing, food & beverage minimum, corkage fees, and all other charges and fees charged to your reservation are not gratuities and will not be distributed as gratuities to any staff but will be retained by the Company in connection with and to offset the administration, operating, and overhead expenses associated with your Event.**

FINAL GUEST COUNT: All events will require a minimum of eight (8) guests. When you book an event, you will need to provide an expected (planned) guest count. Your final guest count must be confirmed at least seven (7) business days prior to your event with the Sales Manager or the General Manager. Once this final guest count is confirmed, you can decrease your guaranteed guest count by a maximum of twenty percent (20%) if you do so at least seven (7) business days prior to the event date. No refund will be provided if guest count is reduced within six (6) business days or less of the Event. Should your guest count increase, it is your responsibility to notify Beat The Bomb as soon as possible and they will make accommodations based on availability. The client will be charged the rate listed on the Banquet Event Order ("BEO") for all additional guests on the day of the event.

GUESTS: The minimum age to participate in Beat The Bomb is eight (8) years old. All participants under eighteen (18) years of age must have a waiver signed by an adult guardian in advance of participation. Waivers can be signed onsite. Participants aged eight to nine (8 - 9) years of age must be accompanied by an adult throughout the experience (including the game itself). Participants aged ten to fifteen (10 - 15) must be accompanied by an adult on the Beat The Bomb premises. Participants aged sixteen and up (16+) can participate without a guardian on-site but a guardian/parent aged eighteen (18) and older must complete the waiver online or in person for them to play. All guests on premise must be twenty-one (21) years or older after 8PM on Friday and Saturday nights. If a group has an event planned that includes guests under the age of twenty-one (21) on a Friday or Saturday evening, those guests will need to leave the facility at 8PM.

FINAL PAYMENT: Final payment, equal to the estimated amount due minus the amount of deposit received is due seven (7) business days prior to the date of the event. We will automatically charge the card on file seven (7) business days before your reservation. Checks will not be permitted for the final payment unless otherwise agreed. If the final payment is not received seven (7) business days prior to the event, Beat The Bomb reserves the right to cancel the event and retain the deposit.

MINIMUM SPEND: If your Event requires a minimum spend, Client agrees to pay at least the minimum spend

regardless of the amount of food or beverage ordered during the Event. The minimum spend will be included in the estimated amount due and will be paid by the Client prior to the Event as part of the Deposit and Final Payment. Any amount that the Client incurs during the event that is over the minimum spend will be paid by the Client at the conclusion of the Event via the credit card used to pay the Final Payment, or by a credit card presented by the Client at the beginning of the Event.

FOOD & BEVERAGE: Only food and beverage purchased through Beat The Bomb may be consumed on site. Food quantities for the Event are prepared and served based on the final guest count provided seven (7) business days prior to the Event or, in the case of a minimum spend event, as ordered. Event food and beverage cannot be packaged as "to-go" and must be consumed on-site. Unused drink tickets or tokens are non-refundable. Any additional food and beverage ordered/consumed on the day of the Event and not paid for as part of the Final Payment will be due and payable by credit card at the conclusion of the Event.

ALCOHOLIC BEVERAGES: Beat The Bomb will fully comply with all alcoholic beverage laws, without limitation: (i) requesting proper legal identification for any person (ii) refusing service of any alcoholic beverages to any person or persons who are underage or cannot produce, upon request, proper identification (valid unexpired drivers license, passport or other government issued identification showing a birth date), under Beat The Bomb's sole discretion; and (iii) refusing service of any alcoholic beverage to any person or persons, who, in the sole and absolute discretion of Beat The Bomb, appears to be intoxicated or under the influence of mind or behavior altering substance(s). If minors attending the Event are observed consuming alcoholic beverages on the premises, Beat The Bomb, in its sole and absolute discretion, shall have the right to immediately terminate the Event without any further obligation to the Client or any of the guests of the Event.

EVENT TIME & DURATION: The Event shall begin promptly at the contracted start time and the Event space shall be vacated by the Client at the contracted end time in this Event Agreement. Beat The Bomb will hold your reservation time for fifteen (15) minutes past the contracted start time. Should no guests arrive within this time, Beat The Bomb reserves the right to release the space reserved for the Event, which will not result in a refund of your Deposit or Final Payment. Game play and Event space time will not be extended if Event guests arrive late. Additional fees will apply if we are able to accommodate an extension on Event time. Extension of the game play reservation, food, and beverage is subject to space availability and the Client will be responsible for any additional charges prior to the conclusion of the Event by presenting a credit card. Specific game play is not guaranteed unless otherwise noted in this Event Agreement for full venue buyouts.

EVENT REFUND, CANCELLATION/RESCHEDULE POLICY: *If the Event is canceled, any amount already paid is non-refundable including the Deposit and the Final Payment.* If you decide to reschedule more than thirty (30) days prior to the Event, the Deposit may be applied toward a future event date that is within six (6) months of the originally scheduled date. If the Client does not use the Deposit within six (6) months of the original Event date, Client forfeits the Deposit. If the Event is canceled or rescheduled fewer than seven (7) business days prior to the Event, Client is responsible for the Final Payment. This cancellation policy remains in effect regardless of the weather on the day of the scheduled Event, except for any occurrence described in the Force Majeure section below. If you decide to reschedule, the above conditions may apply or the Client may be charged a percentage of the Final Payment, based on several factors including re-rental of Event space and/or game play previously reserved by Client plus any additional costs incurred.

FORCE MAJEURE: The parties to this Event Agreement will be excused from the performance of this Event Agreement to the extent that such performance is prevented by an act of God or Force Majeure. For the purposes of this Event Agreement, the terms "act of God" or "Force Majeure" includes strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, hurricanes, floods, washouts, explosions, earthquakes, fire, storms, acts of a public enemy, wars, power outages, and/or insurrections and/or any other cause outside the reasonable control of either party. If the Event does not occur due to an act of God or Force Majeure event, the Client will be permitted to apply the full Deposit and Final Payment toward a future event. Beat The Bomb and the Client hereby waive any claim for damages or compensation should performance of this Event Agreement is prevented by an act of God or Force Majeure.

PERSONAL PROPERTY: Client assumes all risk and responsibility for any personal property and / or equipment brought into the venue in connection with the Event that may be damaged, lost, stolen, or left at the venue before, during, or after the Event, and will not hold Beat The Bomb responsible for any such

loss or damage. Beat The Bomb will not accept deliveries to store Event items unless Client has obtained prior written approval from the Sales Manager at least seven (7) days prior to the Event. All items shipped to Beat The Bomb are at the Client's own risk.

DECORATIONS, ADVERTISING & ENTERTAINMENT: All decorations, advertising and outside contracted entertainment including Client signs and banners must be arranged with and approved by the Sales Manager at least ten (10) business days prior to your Event. Beat The Bomb reserves the right to limit and/or restrict any banners or other signage containing company logos.

CONDUCT OF EVENT: Beat The Bomb reserves the right to refuse admission and cancel your Event at any time should your behavior or the behavior of your guests be deemed inappropriate by Beat The Bomb, in its sole discretion. If your Event is terminated prior to the scheduled end time because of your behavior or the behavior of one or more of your guests, you forfeit any amounts you have already paid (including the Deposit and the Final Payment) and you are responsible to pay the minimum spend from our event menu or the amount already spent, whichever is greater, plus any additional food and beverage charges incurred and not previously paid for and applicable service charges.

SAFETY & RESPONSIBILITY: You and your guests must adhere to Beat The Bomb's verbal and posted safety rules and regulations. Throughout the duration of the Event, all children under sixteen (16) years of age must be supervised by an adult. You acknowledge and agree that you understand the nature of the Event and game play; that you and your guests are qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Event and game play; and that you and your guests knowingly and voluntarily accept and assume responsibility for each of these risks and dangers and all other risks and dangers that could arise out of or occur during the Event.

SAFETY: At Beat The Bomb, everyone's safety is of the utmost importance. By participating at an event at Beat The Bomb all participants agree to abide by all Safety rules and Terms of Play outlined in the Player waiver. All participants will be required to sign said waiver which will be provided online and on the Beat The Bomb premises.

USE OF BEAT THE BOMB NAME / LOGO / IMAGES: All promotional and display materials relating to the Event that refer to or depict the venue or the Beat The Bomb name / logo shall be subject to Beat The Bomb's written approval prior to the production and dissemination. Client may not use nor display any names, symbols, logos, trade names or trademarks owned by (or identified with) any third party in connection with Event without the prior written approval of Beat The Bomb. Client has no rights or interest in any intellectual property owned or licensed by Beat The Bomb.

WAIVER OF ALL LIABILITY FOR BEAT THE BOMB: Client hereby releases, discharges and covenants not to sue Beat The Bomb or any of its affiliates, agents, representatives, directors, officers, or associates slash employees from and for any liability resulting from any personal injury, accident or illness including death end or property loss, however caused, arising from or in any way related to their participation in the event, except for those that were a direct result of Beat The Bomb's intentional misconduct. All participants are required to sign a participant waiver. A link will be provided in advance to sign waivers online. Event Clients are encouraged to have all guests sign the waiver before arriving onsite to facilitate smooth operations. However, the waiver will be provided on premise as well. Participants under eighteen (18) years of age must have a waiver signed by an adult guardian in advance of participation.

LIMITATION OF DAMAGES: Client and Client's guests sole and exclusive remedy for breach of this Event agreement shall be limited to the amount actually paid by Client to Beat The Bomb under this Event Agreement.

INDEMNIFICATION: Client agrees to indemnify, defend and hold harmless Beat The Bomb and its affiliates, agents, representatives, directors, officers and associates/employees from and against any and all claims (including but not limited to third party claims). Suits, fees, losses, liabilities, damages, judgements, costs and expenses (collectively referred to as "Claims"), shall include the costs of collection and reasonable attorney fees incurred as a result of such Claims, arising out of the actions of Client or Client's guests ("Client Parties"), including but not limited to (a) the Client Parties' negligence, reckless, or willful misconduct in the performance or non-performance of this Event agreement; (b) breach of any representation, warranty, or other obligation under this Event Agreement; or (c) any personal injury (including death) or damage to property resulting from the Client Parties' acts or omissions.

INSURANCE: Client and Beat The Bomb will, each at their own cost and expense obtain and maintain in full force and effect, with financially sound and reputable insurers having A.M. Best ratings of at least A/(VII) or better, liability insurance to cover its obligations under this Event Agreement. Upon execution of this Event Agreement and before commencement of any services, Beat The Bomb reserves the right to require the Client to provide a certificate of insurance evidencing the following coverages and amounts: General Liability insurance with a minimum of One Million Dollars (\$1,000,000) per occurrence for personal injury, including death, and property damage. The certificate will name Beat The Bomb and its parent, subsidiaries, and affiliates as additional insured. Upon written request, Beat The Bomb will provide a certificate naming Client as an additional insured.

APPLICABLE LAW: This Event Agreement shall be governed by the laws of the State of District of Columbia without reference to its conflict of law principles. You agree to submit to the exclusive personal jurisdiction and venue of any court located in the county in which the venue is located for any legal proceeding arising out of this Event Agreement.

DISPUTE RESOLUTION & AGREEMENT TO ARBITRATE: ANY DISPUTE, CLAIM OR CONTROVERSY BETWEEN YOU AND BEAT THE BOMB (INCLUDING OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PRINCIPALS, SUCCESSORS, ASSIGNS, SUBSIDIARIES OR AFFILIATES) ARISING FROM OR RELATING TO YOUR RELATIONSHIP WITH BEAT THE BOMB, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, INCLUDING DISPUTES ABOUT THE VALIDITY, SCOPE OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, WILL BE SETTLED BY CONFIDENTIAL BINDING ARBITRATION. PRIOR TO INITIATING ANY ARBITRATION, THE INITIATING PARTY WILL GIVE THE OTHER PARTY AT LEAST SIXTY (60) DAYS' ADVANCE WRITTEN NOTICE OF ITS INTENT TO FILE FOR ARBITRATION. EITHER YOU OR WE MAY START ARBITRATION PROCEEDINGS. ANY ARBITRATION BETWEEN YOU AND BEAT THE BOMB WILL BE SUBJECT TO THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") THEN IN FORCE (THE "AAA RULES"), AS MODIFIED BY THIS ARBITRATION PROVISION. YOU AND BEAT THE BOMB AGREE THAT THE FEDERAL ARBITRATION ACT APPLIES AND GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION (DESPITE THE CHOICE OF LAW PROVISION ABOVE). THE AAA RULES, AS WELL AS INSTRUCTION ON HOW TO FILE AN ARBITRATION PROCEEDING WITH THE AAA, APPEAR AT WWW.ADR.ORG. ANY ARBITRATION PROCEEDING SHALL BE CONDUCTED, IF IN PERSON, IN THE COUNTY IN WHICH THE VENUE IS LOCATED.

CHANGES: Beat The Bomb is unable to guarantee any changes to this Event Agreement within seven (7) business days of the Event, including but not limited to the itinerary, food or beverage options.

SEVERABILITY: If any provision of the Event Agreement is found to be unenforceable under applicable law, that provision shall be enforced to the maximum extent permissible, and the validity and enforceability of the remaining provisions will not be affected. The provisions of this Event Agreement will be interpreted to sustain its legality and enforceability.

ENFORCEABILITY & CONSTRUCTION: Each party recognizes that this Event Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Event Agreement, this Event Agreement shall not be construed against either party because of that party being the drafter of this Event Agreement.

INTEGRATION: For purposes hereof, the term "Event Agreement" when used herein shall mean this Event Agreement together with the following:

Privacy Policy: Any information you provide us in connection with this Event Agreement is subject to our Privacy Policy.

Tripleseat Privacy Policy: Any information provided to make payment on the Event is subject to the terms of our payment processor, Tripleseat.

Except as specifically mentioned in this section, this Event Agreement is the entire agreement between the Client and Beat The Bomb and all prior communications, verbal or written, shall be of no further effect.

AUTHORIZATION: The signatory below is either the Client or one authorized to enter into the Event Agreement on behalf of the Client.

By signing below, you acknowledge and agree that you have read the Event Agreement in its entirety, and

agree to abide by the Event Agreement, Beat The Bomb's Player Waiver, Privacy Policy and Tripleseat's Privacy Policy, and you agree to be bound by them in their entirety.

Client Signature

This section reserved for staff signature