

Stanwood  **Camano**
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School District

TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXECUTIVE DIRECTOR – BUSINESS SERVICES
SUBJECT : STANWOOD HIGH SCHOOL PROM CONTRACTS
DATE : OCTOBER 4, 2016
TYPE : ACTION NEEDED



Attached is a memo from Stanwood High School Assistant Principal, Carolyn Coombs, requesting approval of contracts for senior prom on May 13, 2017. This event is financed by the ASB Fund and will be held at the Future of Flight Aviation Center. The contracts for the use of the facility and catering are attached.

Recommendation:

We recommend the board move to approve the attached contracts for 2017 Senior Prom as follows:

Future of Flight – Facility Usage Agreement
Celebrate! Catering, Inc. – Catering Services.



STANWOOD HIGH SCHOOL

Christine Del Pozo, Principal
Carolyn Coombs, Assistant Principal/Activities Director
Tom Wilfong, Assistant Principal/Athletic Director
Kevin Plambeck, Career/Tech Ed Director
Ross Short, Dean of Students

TO: BOARD OF DIRECTORS
FROM: CAROLYN COOMBS, ASST. PRINCIPAL/ACTIVITIES ADVISOR
SUBJECT: SHS STANWOOD HIGH SCHOOL PROM CONTRACTS
DATE: September 14, 2016
TYPE: ACTION NEEDED

Attached is a contract with Future of Flight Aviation Museum and Celebrate! Catering, Inc. to provide the venue and refreshments for the Senior Prom on May 13, 2016. The cost for the event is paid by the Stanwood High Associated Student Body (ASB) Fund. Students are charged a fee for participation in the event that is intended to fully fund all costs. The student fees are deposited into the senior class account and the payment is issued from this account.

Recommendation:

We recommend the board **move to approve the attached agreements with Future of Flight Aviation Center and Celebrate! Catering, Inc.**

7400 – 272nd St. N.W., Stanwood, WA 98292
PHONE: (360) 629-1300 FAX (360) 629-1310

FACILITY USAGE AGREEMENT

CLIENT		PROPERTY	
Client Name:	Caroline Coombs	Property Name:	Future of Flight Aviation Center
Title:	Vice Principal/Activities Director	Address:	8415 Paine Field Blvd.
Company Name:	Stanwood High School	City, State, Zip:	Mukilteo, WA 98275
Address:	7400 - 272nd Street NW	Event Legal Contact:	Christine Russell
City, State, Zip:	Stanwood, WA 98290	Title:	Events Director
Event Name:	Stanwood High School 2017 Prom	Phone:	425 438-8100 ext. 225
Phone:	360-629-1300 x5058	Fax:	425-347-2320
Fax:		E-mail:	christine@futureofflight.org
E-mail:	ccoombs@stanwood.wednet.edu		

SCHEDULE OF EVENTS

DATE	ACCESS	START	END	FUNCTION	ROOM	ATTD	RENTAL
Saturday, May 13, 2017	6:00 PM	9:00 PM	Midnight	Stanwood High School 2017 Prom	Aviation Gallery	350	\$5,000.00

IN CONSIDERATION OF the following mutual covenants, terms and conditions, it is agreed as follows:

1. **LICENSE-DESCRIPTION OF CENTER:** Future of Flight, dba the FUTURE OF FLIGHT AVIATION CENTER ("Center, We, Our, Us") hereby grants to ("You, Your") a license to occupancy and use, subject to all of the terms and conditions of this Agreement, the Center grounds and buildings, located at 8415 Paine Field Blvd., Mukilteo, WA 98275, on the date and time set forth above ("Schedule of Events").

2. **SERVICES:** The services provided to You for Your use and occupancy of the Center are as set out on the Event Order ("Services"). Other services not specifically itemized on the Services schedule are extra which We may provide upon expressed arrangement and due consideration in writing.

a. **Included Services.** Included within the Center are: the designated space; tables and chairs (up to seating for 200 subject to availability); heat and air conditioning; reasonable illumination; general cleaning, which shall consist of the removal of debris that can be handled with a broom or vacuum; restrooms; water; solid trash removal.

b. **Gallery.** Gallery exhibits are open to client during the designated time frame only, as specified on the Event Order and only if You have rented the Gallery.

c. **Catering.** Catering at the Center will be at Your cost and You will be able to choose from among the Center's approved food and beverage service providers who conform to the Center's standards. The Center will provide You with contact information for approved food and beverage service providers for Your consideration. You may not bring outside food and/or beverages of any kind into the Center, including alcohol.

3. **RULES AND REGULATIONS:** Please see Attachment A for a list of Rules and Regulations.

4. **OTHER CHARGES:** Additional charges depend on Your other usage and needs for the Event. You will be required to pay these Other Charges on the day of the Event.

5. **EXTRA EQUIPMENT:** Any rental of additional equipment, over and above what is currently available from the Center, needed specifically for the Event (i.e. additional tables, chairs and audio/lighting/video) will be the responsibility of the Client.

6. **DEPOSIT/CANCELLATION:** To place a permanent hold on your requested event space, we require a 50% deposit of the room rental fees. The following is the schedule for deposit refunds in the event of cancellation or date change:

- a. 31 days or more: full refund
- b. From 30 to 14 days prior to the event: 50% of deposit will be retained
- c. From 13 to 7 days prior to the event: 75% of deposit will be retained
- d. Less than 7 days prior to the event: 100% of deposit will be retained

7. **PAYMENT IN ADVANCE:** Unless You have established credit in advance with Us, You will need to pay the entire contract price in cash or by company check at least three (3) days prior to Your event or by personal bank check two weeks prior to Your event. Charges may be paid by credit card. We accept Master Card or Visa.

8. **RADIO AND TELEVISION BROADCASTING, TAPE RECORDING AND FILMING:** You have the right to transmit or broadcast from the Center facility, and to record all or any portion of Your event. We request adequate notice of such intention to appropriately determine any additional requirements You may have to facilitate this activity.

9. **COPYRIGHTS:** You warrant that all copyrighted material to be performed by You or others has been duly licensed or authorized by the copyright owners or their representatives, and You agree to indemnify and hold Us, Our officers, agents and employees harmless from any and all claims, losses, or expense incurred with regard to such performance.

10. **ACCESS:** You agree to keep all portions of the sidewalks, entrances, passages, vestibules, halls and all ways of access to public utilities of the facility open and unobstructed and You agree to NOT use such areas for any purpose other than ingress or egress to and from the facility. In addition You agree to NOT obstruct any doors, stairways, ramps or opening into any place in the structure, including hallways, corridors and passageways, particularly with any venue lighting or signage.

11. **INDEMNIFICATION: Your Indemnity.** You hereby indemnify, defend, and hold and save Us, the Center, and Our officers, agents and employees, harmless from any injury or damage to person or property to the extent that any such damage or injury arises out of, or is caused by, the negligent act or willful misconduct on Your part, or any of Your agents, employees, contractors, patrons, guests, tenants or invitees or of any other person entering upon the Center licensed hereunder with Your express or implied invitation or permission, or when any such injury or damage is the proximate result of Your violation or any of Your agents, employees, contractors, patrons, guests, tenants or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of Your occupancy or use, or Your agents, employees, contractors, patrons, guests, tenants or invitees occupancy or use of the Center licensed hereunder. The foregoing indemnity shall not apply to the extent claims or liabilities are caused by the negligence or willful misconduct of Us, the Center, and Our officers, agents and employees.

12. **INSURANCE:** For any event which occurs in any area of the Center other than the meeting rooms or board room, You shall, at Your sole cost and expense, procure and maintain through the term of this License, the following insurance:

a. Comprehensive General Liability Insurance against claims for bodily injury or death and property damage with limits of not less than \$1,000,000.00, and such insurance to include blanket contractual liability coverage, which insures contractual liability under the indemnification as set forth above. The Center, and Our Officers, agents and employees, while acting within the scope of Our authority, shall be additional named insured to the extent of the indemnity in Section 11 of this agreement, such insurance to be primary and not contributing with any other insurance maintained by Us.

b. Workers Compensation as required by law. The policy may not be canceled, terminated, materially changed or modified without giving thirty (30) days written notice thereof to Us.

13. **DAMAGES TO CENTER:** You shall neither deface, injure, mar, nor in any manner damage the Center, and shall neither cause nor permit anything to be done to in any manner damage the Center. You shall neither drive or permit to be driven by any party acting by or through it, nails, staples, hooks, tacks, screws or such, into any part to the Center; or to erect or cause to be erected any decorations or adhesives, including tape, that would deface the walls, ceilings, floors, and equipment contained within the Center without the prior consent of Our representative. You shall not make or allow to be made any alterations of any kind to the Center or Our equipment.

You are responsible for any and all damage caused by Your use of the Center. You shall pay to Us or Our agent, on receipt of invoice or settlement, the reasonable cost of any and all repairs required to be made to the Center or exhibits located therein as a result of Your use, or Your agents, employees, contractors, patrons, guests, or any persons admitted to the Center by You. We will provide detailed billing and accounting to You when such restoration is completed. Such damages shall be limited to direct damages only and shall not include any indirect or consequential damages of any kind.

14. **IMPOSSIBILITY OF PERFORMANCE:** This Agreement will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond the party's control. Such causes include: war; disaster; civil disorder; acts of God; regulations or orders of governmental authorities; fire; flood; explosion; curtailment of transportation facilities or services necessary in order to hold the function; any delay in necessary and essential construction or renovation

to the Center.

15. CONTROL OF CENTER: We reserve the right to control and manage the facility and to enforce all necessary and proper rules for the management and operation of the same and for its authorized representatives to enter all portions of the Center hereby licensed to You, at any time and on any occasion. We also reserve the right, but not the duty, through its duly appointed representatives, to refuse service to or eject any objectionable person or persons from the Center for any reason, or no reason at all, and You hereby waive any and all claims for damages against Us or any and all of Our officers, agents or employees resulting from the exercise of this authority, except for personal injury or damage to real or tangible personal property caused by the negligence or intentional misconduct of Us or any and all of Our officers, agents or employees.

The undersigned represent that they are authorized to sign and enter into this Agreement on behalf of the respective party.

ACCEPTED AND AGREED TO:

Future of Flight

Stanwood High School

By _____
Christine A. Russell, Events Director

By _____
Caroline Coombs, Agent

Date: _____

Date: _____

Attachment A

The Future of Flight very much appreciates client cooperation in adhering to these guidelines.

Please initial that you have read, understand and will adhere to these policies.

GENERAL POLICIES INITIAL _____

- I. No smoking anywhere in the building. Ash receptacles are located at all entrances.
- II. Plants may not be moved.
- III. All printed materials that describe the Future of Flight or use its logo are subject to Future of Flight approval prior to printing.

SPECIAL EVENT GUIDELINES INITIAL _____

- I. No outside food or beverages, including alcohol, are allowed in the Center.
- II. Deliveries are accepted only on the actual day of the event. Be sure to mark all deliveries to the attention of the Special Events Department. Please check with your Special Events representative for directions to the appropriate loading dock.
- III. All delivery vehicles must remain outside exterior loading dock doors. Loading dock doors are to be operated by the Future of Flight or catering staff only.
- IV. No loading or unloading of equipment is allowed through the lobby doors.
- V. All amplified music must be approved in advance by your Special Events representative. The maximum allowed volume is 98dB.
- VI. All clients and vendors must supply their own equipment. All cords must be secured with gaffers tape.
- VII. Audio-visual equipment rental is available on a first come, first-served basis. Cancellation must be made at least two (2) business days prior to the event, or rental charges will be incurred.
- VIII. Future of Flight office telephones are for Future of Flight business use only. Courtesy phones are available for outgoing calls.
- IX. Clients are responsible for collecting all leftover materials, breaking down all boxes and assisting the Special Events lead with removal to the loading dock.
- X. All events must conclude by midnight.

DECORATIONS INITIAL _____

- I. No glitter, confetti, rice, birdseed, flower petals, etc. Bridal bubbles can be used outside only.
- II. All equipment and décor must be placed a minimum of three (3) feet from exhibits and their related parts. Museum artifacts, exhibits or furnishings may not be moved.
- III. No tacking of decorations or meeting materials to walls, windows, woodwork or exhibits will be permitted. Taping will only be allowed in the meeting rooms with the use of painter's tape.
- IV. We prefer balloons to be delivered already inflated. For safety reasons concerning Paine Field airspace, balloons are not permitted on the Strato Deck, and no balloons may leave the building. A \$50 recovery fee will be assessed for each balloon lost in the facility.
- V. All floral arrangements and greenery are to be delivered to the designated loading dock and must be pest-free. Trees must also be flame retardant. For protection, containers must be placed under plants and trees.

CATERING INITIAL _____

Please contact the Special Events Department for a list of approved caterers.

- I. As of June 30th, 2014, Future of Flight's approved caterers will take over the setup and tear down of all furniture for catered events. All setup and tear down details will be arranged directly with your caterer by Future of Flight staff. Setup and tear down can occur outside of event clients' booked times. Additional hours will not need to be booked by event clients' for the setup and tear down times.

SPECIAL EVENT INFORMATION INITIAL _____

- I. All events must conclude by midnight. Events that continue after midnight will be charged a fee of \$375 for every 15 minutes beyond midnight.
- II. Because the Future of Flight is an interpretive center dedicated to preserving the integrity of its collection, we ask that our clients and their vendors respect our mission by strictly adhering to all guidelines for special events.
- III. Social events may be required to have an off-duty Snohomish County uniformed officer present, including a patrol car if needed. That fee will be included in the Event Order.
- IV. The Special Events Department is your contact at the Future of Flight Aviation Center. To ensure the success of your event, we request that you designate a single contact person to represent your group.
- V. The Future of Flight reserves the right to disallow any event for any reason including, but not limited to: (a) partisan political activities, religious events or governmental lobbying ventures, (b) activities presenting a risk of damage to the facility, (c) any event that charges admission or is not a private invitation event.
- VI. Events scheduled in the Aviation Gallery may not begin before 6:30 pm as this space is open to the touring public until 5:30 pm. Evening start times in other spaces are determined by the end of daytime functions. All events must conclude by midnight.
- VII. Please discuss all entertainment plans and room set-ups with your Special Events representative.
- VIII. The Future of Flight must be notified of any special electrical or audio/visual needs no less than one week in advance. Clients may choose to provide their own electrical or audio/visual equipment; Special Events Department will coordinate its use to ensure compatibility with Future of Flight systems.

The Future of Flight will not be responsible for any damage, loss or theft



Celebrate! Catering, Inc.
13027 Bothell Everett Hwy, Suite B3
Everett, WA 98208
Office: 425-338-1533
Fax: 425-645-7888

CATERING CONTRACT

Celebrate! Catering offers a full range of services and will customize your event to fit your individual needs. Just relax and enjoy as our professional staff makes your event a success for you and your guests or clients.

Mailing Address:

Contact Information:

Name	Carolyn Coombs	Office	
Company		Cell	
Address		Fax	
City		Email Address	
State		Contact Name/#	
ZIP			

Event Address:

Event Information:

Event Name	Future of Flight	Event Date:	May 13, 2016
Address	8415 Paine Field Blvd.	Event Day:	
City	Mukilteo	Set-Up/Delivery:	
State	WA	Food Service:	
ZIP	98275	# of Guests	350

Menu:

Fruit Kabobs
Assorted Mini Cupcakes
Brownies
An Assortment of 2oz Cookies
White Sparkling Grape Punch with Plastic Cups
Freshly Brewed Coffee served with Cream, Sugar, Stir Styx and Hot Cups for 60
Paper Appetizer Plates and Napkins



Celebrate! Catering, Inc.
13027 Bothell Everett Hwy, Suite B3
Everett, WA 98208
Office: 425-338-1533

CATERING CONTRACT

Charges:

Cost Per Guest for Food, Beverages

350 Guests

Per Guest \$2,800.00

Rentals Items:

Labor:

<input type="text" value="1"/>	Lead caterer	<input type="text" value="7.00"/>	Hours @Rate:	<input type="text" value="\$30.00"/>	\$210.00
<input type="text" value="4"/>	Servers	<input type="text" value="7.00"/>	Hours @Rate:	<input type="text" value="\$25.00"/>	\$700.00
<input type="text"/>	Bartenders	<input type="text"/>	Hours @Rate:	<input type="text" value="\$25.00"/>	

Food:		\$2,800.00
Rental:		
Labor:		\$910.00
Sub-Total:		\$3,710.00
Service Charge:	<input type="text" value="18%"/>	
Sales Tax: (Mukilteo)	<input type="text" value="9.8%"/>	\$363.58
Total Amount Due:		\$4,073.58

<input type="text" value="\$500.00"/>	Deposit to Hold Date:	<input type="text"/>
<input type="text" value="50%"/>	Interim payment due 30 days prior to event	<input type="text"/>
	Final payment due 1 week prior to event	<input type="text"/>

For large corporate and wedding events, a non-refundable deposit is required and will be applied to your final bill. Other payments are refundable if notice of cancellation is received 30 days prior to your reserved date. Final Payment and head count must be confirmed no later than one (1) week prior to your event. If your event lasts longer than the original contracted amount, you will be billed accordingly.

Celebrate! Catering does not assume responsibility of liquor related incidents. If required by a facility, a banquet permit must be presented to the bartender prior to any alcohol service. Celebrate! Catering reserves the right to discontinue alcohol service at any time. Hosting party shall hold Celebrate! Catering harmless from all liabilities arising out of the use of the facility or guest conduct. Celebrate! Catering assumes no responsibility for equipment failure or damage during or prior to an event. The customer is entitled to take left over food, which was billed for, but not consumed. The customer is not entitled to the 5% of food that Celebrate! prepared over the customer's guaranteed number. Left over food will be made available to the customer in proper containers provided by Celebrate!, at the conclusion of the event. The customer assumes full responsibility for the transportation and proper storage. Celebrate! is released from all claims, damages, and causes of action or liability, which may arise as a result of the consumption. For health and safety reasons, if the customer brings food to the event, the customer releases Celebrate! Catering, of any liabilities and assumes full responsibility for all food. All work will be completed in a workmanlike manner according to the standard practices. All agreements are contingent upon strikes, accidents or delays beyond our control.

Acceptance of Proposal: Please sign and return one copy of this contract to Celebrate! Catering

Please sign and return via fax to 425.645.7888

Celebrate! Catering Inc. Date

Carolyn Coombs Date

Note: Celebrate may withdraw this contract if not accepted within 30 days.

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.