


INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota


REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: October 8, 2018
SUBJECT: Prom Group Event Contract with the Mall of America
ORIGINATING DEPARTMENT: Academic Services
APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melby, Ed.D. 
Assistant Superintendent

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves the Group Event Contract with Mall of America for Prom 2019 for Jefferson and Kennedy on May 17, 2019.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

BACKGROUND:

Prom for Jefferson and Kennedy is a combined event and will be held at the Mall of America. Students will have access to Rooms and Nickelodeon Universe. Students pay for all costs of prom via prom ticket fees, and staff chaperones volunteer their time.

Administration was seeking a more cost-effective venue and Mall of America was selected. This is a one-year contract.

The District's legal counsel and insurance of record have reviewed the Group Event Contract.



GROUP EVENT CONTRACT

Today's Date: 6/14/2018 Organization Name: Bloomington Prom/Buyout Contact Name: Terri Robertson Address: 9701 Nicollet Ave. Bloomington, MN 55425 Phone: 952-681-5003 Email: trobert@isd271.org	Event Date(s): 5/17/2019 Guest Arrival: 7pm (Parkview) & 10pm (Nick Universe) Guest Departure: 12am Room(s): Parkview & Nickelodeon Universe Room Setup/Tear down fee(s): \$7500.00 Security fee: \$420.00
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This document constitutes the Group Event Contract (the "Contract") establishing the terms and conditions of the Client's reservation and use of the Room(s) at Mall of America and/or Nickelodeon Universe® (collectively, the "Facility").

Confirmation of Reservation/Event Deposit. This Contract must be signed and returned by Client with payment of the Room Fee in the amount of \$ 7920.00 in the form of a company check or major credit card to the Facility due upon receipt, in order for the Event to be confirmed and the Room(s) to be reserved. If the Facility has not received such items on or before the date indicated herein, the Facility shall have the right to book other events in the Room(s).

Cancellation Policy. All payments paid to the Facility in connection with the Event are non-refundable, except as provided in the Relocation/Termination Section below.

Food and Beverage. All food and beverage for the Event must be catered by the Facility or its affiliated catering company. Outside food and beverages are strictly prohibited in the Facility; and Client shall be assessed a liquidated damages fee of up to Five Hundred Dollars (\$500.00) for failure to comply with the Facility's food and beverage policy.

Smoking Prohibition. In accordance with Ordinance 2004-34 adopted by the City of Bloomington, Minnesota, smoking is strictly prohibited in the Facility and within twenty-five (25) feet of entrances, exits, open windows and ventilation intakes to the Facility.

Logo Use. Use of the name, trademark, logo or other proprietary designation of Mall of America®, MOA®, Nickelodeon Universe®, MOAC Mall Holdings LLC, or any of their respective subsidiaries or related entities or affiliates, in any printed or promotional materials must be approved in advance in writing by the Facility. Client agrees to submit to the Facility for its prior written approval a copy of any printed material (i.e. guest invitation, promotional fliers, etc.) using any of aforementioned proprietary designations prior to printing.

Decorations and Entertainment. All decorations and booked entertainment must be approved prior to the Event by the Facility. Latex balloons, confetti, glitter, tape, staples, rice, bird seed, glue, stickers, silly string and fog/bubble machines are strictly prohibited in the Facility. Client must remove all decorations at the end of the Event or the Client will be charged a cleaning and removal fee of up to \$300.00 in addition to all other fees under this Contract.

Event Suppliers. All outside vendors contracted by Client (e.g., florists, rentals, décor and entertainment) must be approved by the Facility. Vendors must adhere to Mall of America and Nickelodeon Universe rules and regulations at all times. The Facility is not responsible for Client arrangements made and provides no guarantees with respect to Client's contracted outside vendors or their performance.

Audio-Visual. All audio-visual needs must be submitted by Client prior to the Event to the Facility's Group Sales Representative. Specially ordered equipment may be rented by Client and will be subject to an additional charge. All audio-visual rental pricing and availability shall be provided by the Group Sales Representative upon Client's request.

Security. The Facility reserves the right to require additional security for any function or event. Applicable charges will be the sole responsibility of Client and will be included on the final invoice.

Liability and Damages. The Facility shall not assume any responsibility for the damages or loss of merchandise or property stored or displayed on its property prior to, during or following the Event. Client shall be responsible for any damages and thefts to the premise or property by their guests, invitees, employees, independent contractors or other agents under Client's control. Client shall be assessed a liquidated damages fee of up to Five Hundred Dollars (\$500.00) for any broken items, damage to the Facility, failure to comply with the Facility guidelines including failure to comply with the Security or food and beverage policies.

Contractual Liability. Performance of this Contract is contingent upon the availability of the Facility staff to complete same and is subject to labor troubles, disputes, or strikes; accidents; government (federal, state, or municipal) restrictions upon travel, transportation of foods,

beverages or suppliers; insolvency; force majeure; and other causes beyond the control of management as the case may be preventing or interfering with performance. In no event shall Mall of America, MOA Entertainment Company LLC, Nickelodeon Universe®, MOAC Mall Holdings LLC, or any of their managing agents, subsidiaries, affiliated and related entities be liable for the loss of profit or for other similar or dissimilar collateral, special, indirect, punitive, consequential or incidental damages whether based on breach of contract, breach of warranty, negligence, strict liability or other tort.

Indemnity. Client shall defend, indemnify and hold harmless the Facility, Mall of America and MOA Entertainment Company LLC, Nickelodeon Universe®, MOAC Mall Holdings LLC, and each of their managing agents, subsidiaries, affiliated and related entities and all respective directors, officers, employees and/or agents from any and all claims, actions, liabilities, demands, losses, costs, damages and all expenses (including attorneys' fees) of every kind arising out of or in connection with the Event or any action taken pursuant to this Contract.

Insurance. Client, at its sole expense, shall obtain and maintain in full force and effect during the Term of this Contract, a commercial general liability policy having limit of \$2,000,000.00 per occurrence with a \$2,000,000.00 aggregate, naming MOAC Mall Holdings LLC, MOA Management LLC, MOA Entertainment Company LLC, Shopping Center's mortgage company, as additional insureds by endorsement satisfactory in form and substance to Owner, and providing that no such insurance maybe canceled without at least thirty (30) days written notice to MOA. The certificate of insurance indicating such coverage shall be delivered to MOA at least five (5) days prior to Event.

Governing Law. This Contract shall be in all respects interpreted and construed in accordance with the laws of the State of Minnesota.

Relocation/Termination. In the event Facility requires the relocation of Event for any reason whatsoever, then Facility reserves the right at any time prior to the Event Date to require Client to relocate its Event to another location within the Center ("New Event Space") upon not less than thirty (30) days prior written notice to Client. In the event the New Event Space described in Facility's relocation notice is unacceptable to Client, then Client shall have the right, exercisable by written notice to Facility, given within ten (10) days following receipt of Facility's relocation notice, to terminate this Contract. If Facility does not have New Event Space available, then Facility shall have the right to terminate this Contract upon thirty (30) days prior written notice to Client. All payments paid to Facility in connection with the Event will be refunded to Client if either party exercises its termination right pursuant to this Relocation/Termination Section.

Modification. This Contract shall not be deemed, or construed to be, modified, amended, rescinded or canceled in whole or in part without the express written consent of duly authorized representatives of both parties.

Assignment. Client may not assign this Contract without the prior written consent of a duly authorized representative of the Facility.

Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full rights to require such performance at any time thereafter. The waiver by either party of a breach of any provision hereof shall not be taken, construed, or held to be a waiver of the provision itself or a waiver of any breach thereafter or any other provision hereof.

Severability. The parties agree that if, in a final judgment of a court of competent jurisdiction, any provision of this Contract is held to be invalid, illegal and/or unenforceable, said provision shall be considered void to the extent of such invalidity, without invalidating any of the remaining provisions of the Contract.

Entire Agreement. This Contract represents the entire agreement between the parties and supersedes all prior, whether oral in or writing, understandings, discussions, negotiations, commitments, agreements, or any other writings or communications with respect to the subject matter between the parties.

Duly Authorized. The undersigned represent and warrant that they are duly authorized representatives on whose behalf they are authorized to execute this Contract and bind their respective party thereto.

Agreed and Accepted:

Facility: MOAC Mall Holdings LLC

By: _____
Printed: _____
Title: _____

Date: _____

Client: _____
By: Red G. Zerkov
Printed: Red G. Zerkov
Title: Executive Director of Finance and Support Services

Date: 6/18/18

Payment Type: _____