

KENTON COUNTY BOARD OF EDUCATION

FACILITY USE CONTRACT

This agreement made by and between the Kenton County Board of Education.
Cathy Fiske / Scott acting as school representative or Superintendent/designee (Circle one)
 authorized so to act by direction of the Board of Education and Bare County High School Swim Team

hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One):

_____ profit organization ☒ non-profit organization/FEIN # _____ A

Category of user (1-5) _____ (Final determination of category is made by Superintendent/designee).

WITNESSETH:

The school designee does hereby agree to permit user to utilize certain school facilities more
 particularly described as follows: Swimming pool

at the following times and dates: December 21 2019 9-3pm

subject to the following terms and conditions:

1. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions specified by the Principal. Any violation of such terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. The utilization of the premises by the user is a privilege extended to the user by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the principal.

2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of County Board of Education policies.
3. The reserved time/date for use by user may be cancelled or preempted by Principal or Superintendent / designee and permissions for use may be terminated without cause by notice from Principal or designee.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no transfer or assignment of this agreement, nor any profit making or commercial venture subject to this use.
6. Approved users are responsible for the observance of county and state fire and safety regulations at all times. Corridors, exits, and stairways shall be kept free of obstructions. Members of an audience or spectators must never stand or sit to block exits, aisle ways, or stairways. Facility capacities as determined by the Fire Marshall shall be observed.
7. All activities will be cancelled when school is closed due to inclement weather. Outside groups using our facilities during inclement weather will be at their own risk. **Campuses will be cleared for school use only.**
8. User shall return the facilities or premises in the same condition as at the commencement of the use, or if user fails to do so, the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.
9. The user agrees to save harmless the Kenton County Board of Education, its employees and agents, for any liability, damage, loss or expense incurred respecting the utilization of the County Board of Education for any damages to or replacement of school property damaged, lost, stolen, or vandalized while in user's name.

10. An orientation has been provided.
 (Please initial) _____ user ADF school representative

A copy of the liability policy or declaration of coverage page must be attached to this contract.

The liability insurance certificate is required to include the following minimum amounts:

2,000,000 General Liability coverage in the aggregate

\$1,000,000 General Liability coverage per occurrence

\$5,000 medical expense per person and does not exclude participants in the lessee's activities

The Kenton County Board of Education is noted as additional insured

Applicable Fees:

Rental fee: <u>\$200 Flr</u> per hr. (min 2 hours)	Rental fee total: <u>\$200</u>
Custodial fee*: <u>\$48</u> per hr. (min 2 hours)	Custodial fee total: <u>\$288</u>
Supervisory fee*: <u>\$35</u> per hr. (min 2 hours)	Supervisory fee total: <u>\$210</u>
Equipment fee*: <u>0</u>	Equipment fee total: <u>0</u>
Other fees*: <u>0</u>	Other fees total: <u>0</u>

* If supervisory/custodial fees apply, they must be paid as a security deposit at the time of contract signing.

Total Fees: \$698 *My charge with
clean up time*

Checks are payable to Kenton County Board of Education

Supervision / Custodial Support Details:

Misc. Considerations:

Name of School: Scott Base Conty High School
 Name of Renting Organization "User"
Lace Melchis
 Name of "User" Representative (Print)
 Address
 City State Zip
 Phone Number
 E-Mail Address

If responsible individual is other than then the "User" whose signature appears on this page below, please identify that individual. Responsible individual will be in attendance during entire use of facility.

Name
 Address
 Telephone Number
 E-Mail Address

IN WITNESS WHEREOF the principal or Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this 2nd of October 2019.

Contracts for recurring events expire on June 30th of the school year.

[Signature]
 Signature of "User" Representative

[Signature]
 Principal/school representative* / Superintendent/designee*

*Principal has reviewed this contract _____