

**Facility Use Contract**

This agreement made by and between the Kenton County Board of Education, the school principal, and the Superintendent/designee authorized so to act by direction of the Board of Education and Athletes United Foundation hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 26-3786846

Category of user (1-5) 3 (Final determination of category is made by Superintendent/designee).

**WITNESSETH:**

The school principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows: Dixie Heights H. S. - Main Gym, Inside Concession Stand

at the following times and dates: Saturday, December 5, 2020 - 7:00am - 10:00pm subject to the following terms and conditions:

1. School facilities shall not be utilized by any outside group prior to ninety (90) minutes after the end of the school day at this campus.
2. 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.
3. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Kenton County Board of Education policies, specifically including Board Policy 05.3, the terms of which are incorporated herein by reference.
4. 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.
5. User is responsible for the conduct of its participants or guests.
6. There shall be no transfer or assignment of this agreement, nor any profit making or commercial venture subject to this use.
7. 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.

## SCHOOL FACILITIES

05.3 AP.1  
(CONTINUED)

### Facility Use Contract

8. 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.**
9. 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.
10. The user agrees to hold harmless and defend the Kenton County Board of Education, its employees and agents, for any claim, liability, damage, loss or expense resulting from the utilization of the facilities used hereunder.
11. The user agrees to provide liability insurance coverage for its use of the facilities including the following minimum amounts:

**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

The Kenton County Board of Education is noted as additional insured

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

12. An orientation has been provided

(Please initial)   *AD*   user   *JB*   school representative

#### Applicable Fees:

Rental fee: <u>    \$300    </u> per hr. (min 2 hours)	Rental fee total: <u>    \$300    </u>
Custodial fee: <u>    see below    </u> per hr. (min 2 hours)	Custodial fee total: <u>    see below    </u>
Supervisory fee: <u>    see below    </u> per hr. (min 2 hours)	Supervisory fee total: <u>    see below    </u>
Equipment fee: <u>    n/a    </u>	Equipment fee total: <u>    n/a    </u>
Other fees: <u>    n/a    </u>	Other fees total: <u>    n/a    </u>

50% of total fees to be paid as security deposit at contract signing; remainder to be paid within two (2) weeks after contracted event.

**Total Fees:**     \$300     **Deposit:**     - 0 -    

#### Checks are payable to Kenton County Board of Education

#### Supervision/Custodial Support Details:

Dixie Heights Girls Basketball will be responsible for the supervision of the entire Hoops for Harvest event.

AUF agrees to pay or reimburse Dixie Heights and Dixie Girls Basketball for the total cost of custodial fees, trainers and 9th Region basketball officials.

#### Misc. Considerations:

**Facility Use Contract**

Name of School: Dixie Heights High School Athletes United Foundation  
Name of Renting Organization "User"

Doug Pelfrey  
Name of "User" Representative (Print)

812 Russell St.  
Address

Covington, KY 41011  
City State Zip

( 859 ) 814 - 1902  
Phone Number

doug.pelfrey@propelcompany.com  
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 and the Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this 10th day of March, 2020. Contracts for recurring events expire on June 30th of the school year.

  
Signature of "User" Representative

  
Principal

  
Superintendent/designee

Review/Revised:8/5/2019