

# **Issue Paper**

#### DATE:

August 23, 2021

#### **AGENDA ITEM (ACTION ITEM):**

Consider/Approve Contract with SilverLake and Kenton County School District to rent pool lanes for 2021-22 KHSAA swim season.

#### APPLICABLE BOARD POLICY:

01.1 Legal Status of Board

#### **HISTORY/BACKGROUND:**

Due to Scott High School Natatorium renovation the Dixie Heights High School swim team will rent lanes at SilverLake pool to practice and compete. The team will rent 5 lanes for 1.5 hrs 4 days a week from October 1, 2021 to February 24, 2022.

#### FISCAL/BUDGETARY IMPACT:

Lap Lanes - \$20 per lane/per hour

#### **RECOMMENDATION:**

Approval to Contract with SilverLake and Kenton County School District to rent pool lanes for 2021-22 KHSAA swim season.

#### **CONTACT PERSON:**

Matt Wilhoite

Principal/Administrator

District Administrator

Sugerintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal -complete, print, sign and send to your Director. Director -if approved, sign and put in the Superintendent's mailbox.



## Aquatic Department lane Rental Agreement

Swim Team: Dixie H	eights High School			÷		
Head Swim Coach: C	hris Schoettker					
Email:	P	hone:_				
Athletic Director:		_				
Email:		Phone:_				_
Practice Start Dat	te:	Practice End D	ate: _			
<sub>Day:</sub> Monday	<sub>Time:</sub> 8:00 pm-9:30 pm	_ Number	of	Lanes:	5	
<sub>Day:</sub> Tuesday	Time:8:00 pm-9:30 pm	_ Number	of	Lanes:	5	
Day: Wednesday	Time: 7:45 pm-9:15 pm	Number	of	Lanes:	5	
<sub>Day:</sub> Thursday	Time: 8:00pm -9:30 pm	Number	of	Lanes:	5	
Please check be	ox if the above day(s) and times(s)	are correct.				
		Policies:		,		
	Initial Deposit: \$500.00	<i>(Must be sent in with</i> 2 Due: January 1, 2022		orm)		
	Additional billing will occur for	•		season.		
	_	22 per hour, per lane				
	(\$22 per hour, per lane for practices between	ween 3:00 pm-6:00 pm	or anyt	ime on week	ends)	
charged to your tea 2. Silverlake will need 3. Each swimmer will 4. Each swimmer will 5. The same lane(s) ea 6. Starting blocks are 7. Each Coach must re 8. Swimmers will not Please see team & l 9. Swimmers may ent	for the days and times that have been see	ristmas Day, New Year eekend practices on 4, 1/14-1/16, 2/22 t aside for you regardle ay of practice. return it to the coach p ity and must scan it at st be returned to origin d ensure that all swimm dility except the locker etime.	r's Eve, the foll ess of us orior to the from al spot mers fol rooms	New Year's owing days: se. Days that the first day nt desk.  after practicallow the faciliand the speciand	the facility is clo of practice. e. ity rules. ific lanes assigned	d to the team.
Approved By		Date	_			



### FACILITY LEASE AGREEMENT

### www.silverlakefamily.com

LESSOR:	Kenton Lands LLC dba Silverlake "The Family Place"					
LESSEE:		mess	The state of the s			
CONTACT:						
ADDRESS:						
CITY, STATI	<u> </u>	PHO	NE:			
FACILITY A	DDRESS: 301 Kentor	n Lands Rd. Er	langer, KY 41018			
ROOMS:	Party Room:	Exclusive	Non-Exclusive	Excluded		
	Small Pool:	Exclusive	Non-Exclusive	Excluded		
	Large Pool:	Exclusive	Non-Exclusive	Excluded		
	Bumper Boats:	Exclusive	Non-Exclusive	Excluded		
	Hydrophobia Wall:		Non-Exclusive			
	Kid's Quest:	Exclusive	Non-Exclusive	Excluded		
	Kid's Club:	Exclusive	Non-Exclusive	Excluded		
	Kid's Zone:	Exclusive	Non-Exclusive	Excluded		
	FunNastics:	Exclusive	Non-Exclusive	Excluded		
	Basketball Gym:	Exclusive	Non-Exclusive	Excluded		
	Steam/Sauna:	Exclusive	Non-Exclusive	Excluded		
	Fitness Area:	Exclusive	Non-Exclusive	Excluded		
	Aerobics Room:	Exclusive	Non-Exclusive	Excluded		
	Lap Swimming:	Exclusive	Non-Exclusive	Excluded		
		Number of L	ap Lanes			
LEASE AMO	int Ra		umber of pmc	Ligar		
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LEASE DEPO	DSIT:	500.00	)			
EVENT DAT	E:		was a second of the second of			
ТІМЕ:	From:	-	To:			
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Lessor leases to Lessee that part of the Facility set out above on the date and time set out above for the lease amount set out above.

The Lease Deposit shall be paid upon execution of the Facility Lease and shall be non-refundable but shall be a credit against the Lease Amount.

The balance of the Lease Amount shall be paid prior to the start of the Facility Lease.

Lessee shall not allow alcoholic beverages to be brought into the Facility nor shall Lessee permit smoking within the Facility. Breach of this provision may be grounds for termination of the Facility Lease and expulsion of Lessee and his/her/their invitees.

Lessor shall provide supervision of the Facility in accordance with its normal policy. Lessee understands that the Facility includes swimming pools, climbing areas and gymnastic equipment the improper use of which may cause the participant to suffer personal injury. Lessee agrees that Lessee and his/her/their invitees will comply with the rules and regulations of the Facility and the direction of the Lessor's staff as to the use of the Facility. Breach of this provision may be grounds for termination of the Facility Lease and expulsion of Lessee and his/her/their invitees.

Lessee agrees to indemnify and hold Lessor harmless from any claim, action, cause of action or suit, including reasonable attorney fees and costs of investigation and litigation arising from personal injury or property damage caused, in whole or in part, by the failure of Lessee or his/her/ their invitees to comply with the rules and regulations of the Facility or the direction of Lessor's Staff.

Lessee agrees that at the end of the Facility Lease that it will return to Lessor that part of the Facility, set out above as exclusive to Lessee, in the same condition as it existed at the start of the Facility Lease.

This Facility Lease represents the entire understanding between Lessor and Lessee and shall not be altered amended or modified except in writing and executed by Lessor and Lessee. No verbal statement or agreement shall be effective unless reduced to writing and executed by Lessor and Lessee.

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Dated this	day of	, 200
		LESSOR:
		BY:
		(Silverlake Representative)
		LESSEE:
		BY:

D-4-146:-

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