

DATE:

October 19, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with the Dixie Heights Athletic Boosters for use of the Dixie Heights High School, Hinsdale Elementary, Caywood Elementary, and River Ridge Elementary gym's from November 2021 to February 2022.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Dixie Heights Athletic Boosters will run the Little Colonel basketball league that has been a staple in the community for 30 years. The league provides an opportunity for 350 – 400 kids grades K – 3 to get instruction and play basketball.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with the Dixie Heights Athletic Boosters for use of the Dixie Heights, Hinsdale Elementary, Caywood Elementary, and River Ridge Elementary gym's from November 2021 to February 2022.

CONTACT PERSON:

Matt Wilhoite

M Wilhoite
Principal/Administrator

[Signature]
District Administrator

[Signature]
Superintendent

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.

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 Dixie Heights Athletic Boosters hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN #

Category of user (1-5) 2 (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 and Aux gym.

Hinsdale, River Ridge, & Caywood gyms
at the following times and dates: 11/12, 11/13, 11/20, 11/21, 11/27, 11/28, 12/5, 12/12, 12/19, subject to the following terms and conditions: 12/26, 1/2, 1/9, 1/15, 1/16, 1/22, 1/23, 1/29, 1/30, 2/5, 2/6 Saturday 8-4
Sunday 1-5

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.

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) _____ user _____ school representative

Applicable Fees:

Rental fee: <u>\$150</u> per hr. (min 2 hours)	Rental fee total: <u>TBD</u>
Custodial fee: <u>N/A</u> per hr. (min 2 hours)	Custodial fee total: <u>N/A</u>
Supervisory fee: <u>N/A</u> per hr. (min 2 hours)	Supervisory fee total: <u>N/A</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: TBD Deposit: N/A

Checks are payable to Kenton County Board of Education**Supervision/Custodial Support Details:**

Supervision and Custodial fees will be waived and DHHS boy basketball
will be responsible for supervision and cleaning after each event.
Failure to maintain the facility will result in \$45 per hour custodial fee.

Misc. Considerations:

Facility Use ContractName of School: Dixie Heights H.S. The Dixie Heights Athletic Booster Club, Inc.
Name of Renting Organization "User"Teresa Catchen
Name of "User" Representative (Print)3010 Dixie Hwy.
AddressEdgewood KY 41017
City State Zip(859) 426-4900
Phone Numberteresa.catchen@Kenton.Kyschools.us
E-Mail Address

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

Roger Stainforth
Name
1571 Twinridge Way, Erlanger, KY 41017
Address
859-653-5946
Telephone Number
roger.stainforth@Kenton.Kyschools.us
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 _____ day of _____, 20____. Contracts for recurring events expire on June 30th of the school year.

Signature of "User" Representative_____
Principal_____
Superintendent/designee

Review/Revised: 8/5/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chas. H. Bilz Ins. Agency 412 Madison Avenue Post Office Box 12666 Covington KY 41012-0666		CONTACT NAME: Bridget Kubera PHONE (A/C, No, Ext): (859) 431-1235 FAX (A/C, No): (859) 431-0437 E-MAIL ADDRESS: BridgetK@bilzins.com	
INSURED Dixie Heights Athletic Booster, Organization 443 General Drive Ft. Wright KY 41011		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co. (GAIC) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16691	

COVERAGES

CERTIFICATE NUMBER: 21/22 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			2117577	06/11/2021	06/11/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured, per written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Kenton County Board of Education 1055 Eaton Drive Ft. Wright KY 41017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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