



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

November 19, 2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with USA Archery Association for use of the Scott High School gym on January 22 and 23, 2022.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The USA Archery Association would like to host a 2 day archery tournament at Scott High School.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with USA Archery Association for use of the Scott High School gym on January 22 and 23, 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 USA Archery Kentucky 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) III (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: Gym 7:30-8:30 1-22-22

Gym 7:30-4:30 1-23-22

at the following times and dates: See Above 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.

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 OK school representative

Applicable Fees:

Rental fee: <u>300 per day</u> per hr. (min 2 hours)	Rental fee total: <u>600</u>
Custodial fee: <u>\$48 per hr</u> per hr. (min 2 hours)	Custodial fee total: <u>~ \$576.00</u> <i>could change</i>
Supervisory fee: <u>\$35 per hr</u> per hr. (min 2 hours)	Supervisory fee total: <u>~ \$770</u> <i>could change</i>
Equipment fee: <u>—</u>	Equipment fee total: <u>—</u>
Other fees: <u>—</u>	Other fees total: <u>—</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: \$1946.00 *could change deposit* Deposit: \_\_\_\_\_

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Misc. Considerations:

They will provide an equal

Facility Use ContractName of School: Scott High School

Name of Renting Organization "User" \_\_\_\_\_

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 and the Superintendent/designee for and on behalf of the Board of Education and the user hereunto set their hands this 12 day of Nov, 2011. 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 INSURANCE

PRINT DATE: 11/17/2021

CERTIFICATE NUMBER: 20211117873546

**AGENCY:**

Edgewood Partners Insurance Center  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND  
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES  
NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES  
BELOW.

**NAMED INSURED:**

National Archery Association of the United States d/b/a USA Archery  
210 USA Cycling Point  
Suite 130  
Colorado Springs CO 80919

Northern Kentucky JOAD

**INSURERS AFFORDING COVERAGE:**

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058

**EVENT INFORMATION:**

USA Archery Registered Club Activities (11/17/2021 - 1/15/2022)

**POLICY/COVERAGE INFORMATION:**

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. AGGREGATE  
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	PHPK2218226	1/15/2021 12:01 AM	1/15/2022 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$5,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
A	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	PHUB750210	1/15/2021 12:01 AM	1/15/2022 12:01 AM	EACH OCCURRENCE \$2,000,000
					AGGREGATE (Applies Per Event) \$2,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Evidence of Coverage Only.

Coverage applies to the USA Archery sanctioned or approved event specified on this certificate.

**CERTIFICATE HOLDER:**

Kenton County School District  
5400 Old Taylor Mill Rd  
Taylor Mill KY 41015

**NOTICE OF CANCELLATION:**

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:**