



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

# Issue Paper

**DATE:**

December 7, 2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with KC Kryptonite for use of the Caywood Elementary gym on March 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup>, and 29<sup>th</sup>, 2022.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The KC Kryptonite is a local youth AAU baseball organization that wants to practice at Caywood Elementary.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with KC Kryptonite for use of the Caywood Elementary gym on March 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup> and 29<sup>th</sup>, 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 KC Kryptonite (Sparks) hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 31-0922226

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 gym described as follows:

at the following times and dates: weeknights on school days 3-1, 3-8, 3-15, 3-22, 3-29 5:00-7:00pm 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.

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) JB user \_\_\_\_\_ JC school representative

Applicable Fees:

Rental fee: \_\_\_\_\_ 0 \_\_\_\_\_ per hr. (min 2 hours) Rental fee total: \_\_\_\_\_ 0 \_\_\_\_\_

Custodial fee: \_\_\_\_\_ 0 \_\_\_\_\_ per hr. (min 2 hours) Custodial fee total: \_\_\_\_\_ 0 \_\_\_\_\_

Supervisory fee: \_\_\_\_\_ 0 \_\_\_\_\_ per hr. (min 2 hours) Supervisory fee total: \_\_\_\_\_ 0 \_\_\_\_\_

Equipment fee: \_\_\_\_\_ 0 \_\_\_\_\_ Equipment fee total: \_\_\_\_\_ 0 \_\_\_\_\_

Other fees: \_\_\_\_\_ 0 \_\_\_\_\_ Other fees total: \_\_\_\_\_ 0 \_\_\_\_\_

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: \_\_\_\_\_ 0 \_\_\_\_\_ Deposit: \_\_\_\_\_ 0 \_\_\_\_\_

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details: \_\_\_\_\_ Evening  
 custodian \_\_\_\_\_

Misc. Considerations:

Name of School: CaywoodKC Keyplonile (Sparks)

Name of Renting Organization "User"

Ryan Sparks

Name of "User" Representative (Print)

2929 Campus Dr.

Address

Crestview Hills Ky 41017

City

State

Zip

(859) 802-4859

Phone Number

Rsparks1231@gmail.com

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.

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contracts for recurring events expire on June 30<sup>th</sup> of the school year.

Signature of "User" Representative

Principal/school representative\* / Superintendent/designee\*

\*Principal has reviewed this contract



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2020

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 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		CONTACT NAME: Deborah McCarty	
Emory P. Zimmer Insurance Agency, Inc.		PHONE (A/C No. Ext): (513) 381-1919	FAX (A/C No.): (513) 381-1928
2148 Gilbert Avenue		E-MAIL ADDRESS: dmccarty@zimmerinsurance.com	
Cincinnati	OH 45206	INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Cincinnati Insurance	
Kenton County Youth Sports		INSURER B:	
P.O. Box 613		INSURER C:	
Independence		INSURER D:	
KY 41051		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CL1961805824

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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	ENP0390566	6/17/2019	6/17/2022	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:					HIRED/NON-OWNED AUTO \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					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 Additional Insured with regard to General Liability.

## 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

T O'Donnell/DMCCAR

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