



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

Issue Paper

DATE:

January 21, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Flag Football Fanatics for use of the Dixie Heights High School Stadium.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Flag Football Fanatics is a non-profit organization that prides itself on providing a fun, safe, and positive football atmosphere. The game of football provides unique opportunities for our children to grow both emotionally and physically.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with Flag Football Fanatics for use of the Dixie Heights High School Stadium.

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 Flag Football Fanatics 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 High School Stadium - Saturdays (8am-12pm) 4/22/22, 4/9/22, 4/23/22, 4/30/22, 5/7/22, 5/14/22. Sundays (4pm-9pm) 4/3/22, 4/10/22, 4/24/22, 5/1/22, 5/8/22, 5/15/22. Playoffs (8am-6pm) 5/21/22 and 5/22/22.

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 _____ school representative

Applicable Fees:

Rental fee: <u> \$300 per day </u> per hr. (min 2 hours)	Rental fee total: <u> TBD </u>
Custodial fee: <u> \$48 per hour </u> per hr. (min 2 hours)	Custodial fee total: <u> TBD </u>
Supervisory fee: <u> \$35 per hour </u> per hr. (min 2 hours)	Supervisory fee total: <u> TBD </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:

There will be a Custodian and Supervisor on campus for your entire event. The cost for each is listed above. Flag Football Fanatics is responsible for any damage to the facilities.

Misc. Considerations:

Facility Use Contract

Name of School: Dixie Heights H.S. Flag Football Fanatics
 Name of Renting Organization "User"

Patrick Walker
 Name of "User" Representative (Print)

4092 Anson Dr.
 Address

Hillard, OH 43026
 City State Zip

(513) 878-0303
 Phone Number

pwalker@flagfootballfanatics.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.

G. Mueller
 Name
PO Box 1443
 Address
614-559-8595
 Telephone Number
info@flagfootballfanatics.com
 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 5th day of January, 2022. **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) 08/25/2021

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.

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.

PRODUCER: Hosket Ulen Insurance Solutions LLC, 6640 Riverside Dr Ste 400, Dublin, OH 43017. CONTACT NAME: Meredith Evans-Hosket Ulen Ins, PHONE: 614-717-0200, FAX: 614.339.1788, E-MAIL ADDRESS: meridith@hosketulen.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Cincinnati Insurance Company, NAIC #: 10677.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

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

Dixie Heights High School. Certificate holder is an additional insured as required by written agreement for general liability per attached policy form provisions.

CERTIFICATE HOLDER CANCELLATION

Kenton County School District, 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: Haley Wickner.