

# **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** 

Principal/Administrator

District Administrator

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.

05.3 AP.1 (CONTINUED)

# **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 sc	hool facilities hereinafter
described. The user is a: (Check One): profit organization X not	n-profit organization/FEIN #
Category of user (1-5)2 (Final determination of category is made by Superintendent/d	esignee).
WITNESSETH:	
The school principal does hereby agree to permit user to utilize certa particularly described as follows: Dixie Heights High School Stadium - Saturdays (8am-12pr	
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 or	ientation has bee	n provided.			
(Please	e initial)	userschool repre	esentative	:	
Applicable Fee	<u>s:</u>				
Rental fee:	\$300 per day	per hr. (min 2 hours)	Rental f	ee total:	TBD
Custodial fee:	\$48 per hour	per hr. (min 2 hours)	Custodi	al fee total:	TBD
Supervisory fe	e: \$35 per hour	per hr. (min 2 hours)	Supervi	sory fee total: _	TBD
Equipment fee	:N/A		Equipm	ent fee total:	N/A
Other fees:	N/A		Other fe	es total:	N/A
50% of total fee weeks after cont	•	curity deposit at contract	signing; r	emainder to be	paid within two (2
Total Fees:	TBD	Dеро	sit:	N/A	
Checks are pay	able to Kenton	County Board of Educa	<u>tion</u>		
There will be a Custo	ustodial Support dian and Supervisor or amage to the facilities.	t <b>Details:</b> n campus for your entire event. Th	e cost for ea	ch is listed above. Fl	ag Football Fanatics is
Misc. Consider	ations:				

# **Facility Use Contract**

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						
<u></u>						
the Superintendent/designee for and on behalf of the their hands this the day of _January pire on June 30th of the school year.						
Principal						
intendent/designee						
Review/Revised:8/5/201						
E						



## 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. 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

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  Kenton County School District 1055 Eaton Drive EL DISEASE - POLICY LIMIT S 1,000,000  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	this certifica	te does not confer rights t				ch enc			. oquno an onde			atomont on
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