



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

Issue Paper

DATE:

February 23, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with the Kentucky Defenders for use of Summit View Academy gym on Thursdays from May to June 2022.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Kentucky Defenders are a local youth AAU basketball organization that wants to practice at Summit View Academy gym.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with the Kentucky Defenders for use of the Summit View Academy gym on Thursdays from May to June 2022.

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.

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 Jennifer Wiesner hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 20180511

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 described as follows: Basketball practice

at the following times and dates: Thursdays 6-8pm May-June 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) SW user SW school representative

Applicable Fees:

Rental fee: _____ per hr. (min 2 hours)	Rental fee total: _____
Custodial fee: _____ per hr. (min 2 hours)	Custodial fee total: _____
Supervisory fee: _____ per hr. (min 2 hours)	Supervisory fee total: _____
Equipment fee: _____	Equipment fee total: _____
Other fees: _____	Other fees total: _____

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: _____ **Deposit:** _____

Checks are payable to Kenton County Board of EducationSupervision/Custodial Support Details:

SW user (SW PE teacher/coach)
will be responsible for all duties

Misc. Considerations:

all trash will be picked up by team
and supervisor (SW user) will
supervise and make sure trash and
floor is taken care of.

Name of School: Summit view Rj dependers
Name of Renting Organization "User"

Jenn Wiesner
Name of "User" Representative (Print)

1349 Red cedar Ct
Address

Independence Ky 41051

(859) 430-3816
Phone Number

Jennifer.Wiesner@kenton.ky
E-Mail Address Schools.US

Name Jenn Wiesner

Name same

Address 111

Address _____

Telephone Number _____

Telephone Number

E-Mail Address

Signature of "User" Representative

Principal

Page 15 of 15

CERTIFICATE HOLDER	Kenton County School District 1055 Eaton Dr. Fort Wright, KY 41017	COVERAGE DATES: 02/09/2018 - 8/31/2018				
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.						
PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 10000 Lake Buena Vista, FL 32830-1000 (407) 934-7200	MEMBER CLUB INSURED KY Storm Elite 1205 MOCKINGBIRD COURT EDGEWOOD, KY 41018 CERTIFICATE ID: 8KKYX46X CLUB CODE: WY3A49				
INSURER(S) AFFORDING COVERAGE						
Company A United State Fire Insurance Company NAIC# 21113 Company B Everest National Insurance Company NAIC # 10120		*For box below, INSR-LTR refers to Company A or B.				
COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US853728	9/01/2017 12:01 AM.	9/01/2018 12:01 AM.	Accident Medical Accidental Death and Dismemberment	50,000 20,000
B	Excess Liability	SI8EX00142-171	9/01/2017 12:01 AM.	9/01/2018 12:01 AM.	Each Occurrence Per Club Policy Aggregate Per Club	9,000,000 9,000,000
B	General Liability	SI8ML00176-171	9/01/2017 12:01 AM.	9/01/2018 12:01 AM.	Each Occurrence Limit General Aggregate Limit Per Club Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You (Any One Premises) Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 5,000 1,000,000 2,000,000
ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS						
Coverage applies to KY Storm Elite, License # 8KKYX46X Practice, KY Storm Elite from 02/09/2018 through 08/31/2018, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met. Primary non-contributory applies as per attached endorsement ECG 24 520 04 02.						
The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 26 0413 applies.						
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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.						
REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.						
FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE. Go to www.aasports.org , Resources, Insurance Certificates, Print/View Certificates						

Certificate No. 20180571

insoer1facility.rpt

POLICY NUMBER: SI8ML00176-171

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Kenton County School District
1055 Eaton Dr.
Fort Wright, KY 41017

Event: Practice, KY Storm Elite

Date: 02/09/2018 through 08/31/2018

THE ABOVE PERSON OR ORGANIZATION IS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

endorsement # 20180571

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II- Who is An Insured is amended to include as an additional insured the person(s) or Organizations(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of those acting on your behalf.

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The Insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With Respect to the insurance afforded to these additional insureds, the following is added to Section III- Limits Of Insurance:

If Coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL - OTHER INSURANCE
(PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV
COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the
following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agreement that this insurance will be primary and noncontributory. If the written contract of agreement was made prior to the subject "occurrence" or offense.

**VERIFICATION OF INSURANCE
FOR THE AMATEUR ATHLETIC UNION OF THE U.S., INC. AND ITS MEMBER CLUBS**

GENERAL INFORMATION		This document verifies insurance coverage for the Amateur Athletic Union of the United States, Inc. Member clubs have coverage as shown below from the date of enrollment and acceptance in the AAU. Expiration date is August 31st annually.				COVERAGE DATES: 01/20/2022 - 8/31/2022	
This verification is issued as a matter of information only and confers no rights. This verification does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This verification of insurance does not constitute a contract between the issuing insurer (s), authorized representative or producer.							
PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030		INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 1000022409 Lake Buena Vista, FL 32830-1000 (407) 934-7200		MEMBER CLUB INSURED Kentucky Defenders 2676 Conrad LN Burlington, KY 41005 Enrollment Date: 1/20/2022 12:21:00PM		CLUB CODE: W35DD3	
INSURER(S) AFFORDING COVERAGE							
Company A United State Fire Insurance Company NAIC # 21113 Company B Everest National Insurance Company NAIC # 10120				*For box below, INSR LTR refers to Company A or B.			
COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS	
A	Participant Accident	US1182697	9/01/2021 12:01 AM.	9/1/2022 12:01 AM.	Accident Medical Accidental Death and Dismemberment	100,000 20,000	
B	Excess Liability	SI8EX00142-211	9/01/2021 12:01 AM.	9/1/2022 12:01 AM.	Each Occurrence Policy Aggregate	5,000,000 5,000,000	
B	General Liability	SI8ML00176-211	9/01/2021 12:01 AM.	9/1/2022 12:01 AM.	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 25,000,000 5,000 1,000,000 3,000,000	
ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS For said club to have coverage, all membership requirements in the AAU must be met. For said club to have Extended Coverage (AB) program, all membership requirements in the AAU AB program must be met.							
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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives. REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.							

Authorized Representative

Verification No. W35DD3

1

InsSpecimenCertClub.rpt