



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 Kings Hammer Soccer Club for use of Dixie Heights School Stadium for soccer competitions on March 11, 12, and 19, 2022.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Kings Hammer Soccer Club provides soccer and educational opportunities to young players of all ages and playing abilities to create a lifelong passion for the sport.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with the Kings Hammer Soccer Club for use of Dixie Heights High School Stadium for competitions on March 11, 12, and 19, 2022,

CONTACT PERSON:

Matt Wilhoite

M Wilhoite

Principal/Administrator

Janey

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 Kins Hammer Soccer 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) 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: Dixie Height H.S. Stadium

at the following times and dates: Friday, March 11, 2022 4pm-10pm, Saturday, March 12, 2022 7am-6pm subject to the following terms and conditions: Saturday, March 19, 2022 9am-6pm

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: _____ \$300 _____ per hr. (min 2 hours)	Rental fee total: _____ \$300.00 _____
Custodial fee: \$48 per hour _____ per hr. (min 2 hours)	Custodial fee total: _____ TBD _____
Supervisory fee: \$35 per hour _____ per hr. (min 2 hours)	Supervisory fee total: _____ TBD _____
Equipment fee: N/A _____	Equipment fee total: _____ N/A _____
Other fees: N/A _____	Other fees total: _____ N/A _____

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:** _____ N/A _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

There will be a custodian and supervisor at your entire event. Fees are listed above and will be totaled at the end of your event.

Misc. Considerations:

Facility Use Contract

Name of School: Dixie Heights H.S. Kings Hammer Soccer
 Name of Renting Organization "User"
Bobby Budde
 Name of "User" Representative (Print)
158 Constitution St.
 Address
Lexington, KY 40507
 City State Zip
(513) 535-3633
 Phone Number
bobby@kingshammer.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.

 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 _____ day of _____, 20____. **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)

9/2/2021

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804		CONTACT NAME: K&K Insurance Group, Inc. PHONE (A/C, No, Ext): 800-441-3994 FAX (A/C, No): 260-459-5120 E-MAIL ADDRESS:	
www.kandkinsurance.com Lic No. 0334819		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Kentucky Youth Soccer Association 158 Constitution Street Lexington KY 40507		INSURER A : National Casualty Company 11991 INSURER B : Nationwide Life Insurance Company 66869 INSURER C : INSURER D : INSURER E : INSURER F :	

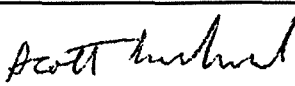
COVERAGES **CERTIFICATE NUMBER:** 63721097 **REVISION NUMBER:**

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: *Per Event			KKO 0089198-00	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000* PRODUCTS - COMP/OP AGG \$ 1000000 Abuse/Molestation \$ 1000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KKO 0089198-00	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			XKO 0089199-00	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident			BAX 00318185-00	9/1/2021	9/1/2022	Excess Medical: \$300,000 AD&D: \$5,000 Deductible: 1,000

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

Activities sanctioned by KY Youth Soccer and the recreation level activities of its member clubs and teams. Any activities of US Soccer, US Club Soccer or Super Y League are not included. The certificate holder is named as an additional insured but only with respects to the liability arising from the operations of the named insured.
 This certificate is issued on behalf of Kings Hammer Soccer Club, LLC/Group Code: 108

CERTIFICATE HOLDER		CANCELLATION	
Kenton County Board of Education 1055 Eaton Drive Fort 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  Scott Lunsford	

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