



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

# Issue Paper

**DATE:**

April 21, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with the Kentucky Enforcers Basketball Club for use of the Dixie Heights gym and concession stand on May 13, 21, and 28, 2022.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Kentucky Enforcers Basketball Club are a local youth AAU basketball organization that wants to use gym at Dixie Heights High School.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

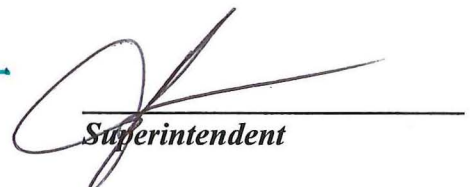
Approval to Community Use Facility contract with the Kentucky Enforcers Basketball Club for use of the Dixie Heights High School gym and concession stand on May 13, 21, and 28, 2022.

**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 Kentucky Enforcers Basketball hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One):        profit organization   X   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 Heights Main Gym and Concession Stand

at the following times and dates: May 13: 5-10PM May 21: 5-10PM May 22: 1-6PM May 28: 5-10PM 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: \$300 per day _____ per hr. (min 2 hours)	Rental fee total: \$300 _____
Custodial fee: \$48.00 per hour _____ per hr. (min 2 hours)	Custodial fee total: TBD _____
Supervisory fee: \$35.00 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:** TBD \_\_\_\_\_

**Deposit:** n/a \_\_\_\_\_

**Checks are payable to Kenton County Board of Education****Supervision/Custodial Support Details:**

There will be 1 custodians at your event (\$48 per hour). One custodian will be there for your entire event and

will remain on campus until your event is complete and everything is cleaned and back to normal. There will also be a

supervisor on site for the entire event at rate of \$35.00 per hour.

**Misc. Considerations:**


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**Facility Use Contract**

Name of School: Dixie Heights H. S. Kentucky Enforcers Basketball  
Name of Renting Organization "User"  
Dustin Driskell  
Name of "User" Representative (Print)  
684 Joyce Ann Circle  
Address  
Maysville, KY 41056  
City State Zip  
( 859 ) 653-5100  
Phone Number  
joverton@bluestarinc.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)

04/20/2022

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**

Next First Insurance Agency, Inc.  
PO Box 60787  
Palo Alto, CA 94306

**CONTACT**

NAME:

PHONE (A/C, No, Ext): (855) 222-5919

FAX (A/C, No):

E-MAIL:

ADDRESS: support@nextinsurance.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Next Insurance US Company

16285

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**

Great Cincinnati Sports Management llc  
687 Joyce Ann Cir  
Maysville, KY 41056

**COVERAGES**

CERTIFICATE NUMBER: 0441258

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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	NXT4KX9KY-00-GL	11/11/2021	11/11/2022	EACH OCCURRENCE \$1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00
						MED EXP (Any one person) \$15,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$1,000,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$2,000,000.00
	OTHER:					PRODUCTS - COMP/OP AGG \$2,000,000.00
						\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					\$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		NXT4KX9KY-00-GL	11/11/2021	11/11/2022	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

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

The Certificate Holder is Kenton County Board of Education. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

**CERTIFICATE HOLDER**

Kenton County Board of Education  
1055 Eaton Dr  
Ft Wright, KY 41017

**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.

AUTHORIZED REPRESENTATIVE

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