



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

## Issue Paper

**DATE:**

April 18, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with the TFL Elite Basketball Club for use of Turkeyfoot Middle School and Caywood Elementary gyms in May 2022.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The TFL Elite Basketball Club is a local youth AAU organization that wants to practice at Turkeyfoot Middle School and Caywood Elementary gyms.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with the TFL Elite Basketball Club for use of Turkeyfoot Middle School and Caywood Elementary gyms on Mondays in May 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 TFL Elite - Marie Seng 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) \_\_\_\_\_ (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: Turkey Foot Middle School's Gym with access to basketball goals. The facility will only be in use on days that Kenton County is in school. The gym is not available on KC off days.

at the following times and dates: Mondays 6:30-8:30 May subject to the following terms and conditions: 2022

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) MS user \_\_\_\_\_ school representative

**Applicable Fees:**

Rental fee: \$0.00 _____ per hr. (min 2 hours)	Rental fee total: \$0.00 _____
Custodial fee: \$0.00 _____ per hr. (min 2 hours)	Custodial fee total: \$0.00 _____
Supervisory fee: \$0.00 _____ per hr. (min 2 hours)	Supervisory fee total: \$0.00 _____
Equipment fee: \$200.00 _____	Equipment fee total: \$200.00 _____
Other fees: \$0.00 _____	Other fees total: \$0.00 _____

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:** \$200.00 \_\_\_\_\_

**Deposit:** Balance paid in full before use \_\_\_\_\_

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

None needed due to Kenton County being in school.

**Misc. Considerations:**

Facility Use Contract

Name of School: Turkey Foot Middle School TFL Elite - Marie Seng  
Name of Renting Organization "User"  
Marie Seng  
Name of "User" Representative (Print)  
907 Appleblossom Dr.  
Address  
Villa Hills KY 41017  
City State Zip  
(859) 912-0089  
Phone Number  
Marie Seng @ yahoo.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.

Chase Holthaus  
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 23<sup>rd</sup> day of March, 2022. Contracts for recurring events expire on June 30th of the school year.

Marie Seng  
Signature of "User" Representative

Holly C. Spivey  
Principal

\_\_\_\_\_  
Superintendent/designee

Review/Revised: 8/5/2019

ACORD<sup>TM</sup>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2022

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 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).

<b>PRODUCER</b> Terry L Green & Associates 3100 Five Forks Trickum Road Ste 101 Lilburn, GA 30047		<b>CONTACT NAME:</b> Desirae Bohannon <b>PHONE (A/C, No. Ext):</b> (678) 205-8055 <b>FAX (A/C, No):</b> (678) 205-8045 <b>E-MAIL ADDRESS:</b> desirae@AYSAA.com											
<b>INSURED</b> TFL Elite 3396 WOODLYN HILLS DR Erlanger, KY 41018 A Member of the Sports, Leisure & Entertainment RPG		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787	INSURER B:		INSURER C:		INSURER D:	
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INSURER B:													
INSURER C:													
INSURER D:													

## COVERAGES

CERTIFICATE NUMBER: 2BBKY036287-1

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		6B RPG 00000077477-00	03/23/2022 12:01 AM	03/23/2023 12:01 AM	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$1,000,000</td></tr> <tr><td>PROFESSIONAL LIABILITY</td><td>\$1,000,000</td></tr> <tr><td>LEGAL LIAB TO PARTICIPANTS</td><td>\$1,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS-COMP/OP AGG	\$1,000,000	PROFESSIONAL LIABILITY	\$1,000,000	LEGAL LIAB TO PARTICIPANTS	\$1,000,000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"> <tr> <td>PER STATUTE</td> <td>OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT									
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A	MEDICAL PAYMENTS FOR PARTICIPANTS			6B RPG 00000077477-00	03/23/2022 12:01 AM	03/23/2023 12:01 AM	<table border="1"> <tr><td>PRIMARY MEDICAL</td><td></td></tr> <tr><td>EXCESS MEDICAL</td><td>\$25,000</td></tr> </table>	PRIMARY MEDICAL		EXCESS MEDICAL	\$25,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit

Sport(s): Youth Basketball

Age(s): 13-15

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

Membership ID: 2BBKY036287

## CERTIFICATE HOLDER

Evidence of Coverage  
 Kenton County School District  
 1055 Eaton Drive

Fort 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

*Scott Michael*

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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