

# **Issue Paper**

DATE:

August 23, 2022

#### **AGENDA ITEM (ACTION ITEM):**

Consider/Approve Contract with Silverlake Family Place and Kenton County School District to rent pool lanes for 2022-23 KHSAA swim season.

#### APPLICABLE BOARD POLICY:

01.1 Legal Status of Board

#### **HISTORY/BACKGROUND:**

Due to Scott High School Natatorium renovation the Dixie Heights High School swim team will rent lanes at Silverlake Family Place pool to practice and compete. The team will rent 5 lanes for 1.5 hrs 4 days a week from October 3, 2022 to February 15, 2023.

#### **FISCAL/BUDGETARY IMPACT:**

Lap Lanes - \$20 per land/per hour

# **RECOMMENDATION:**

Approval to Contract with Silverlake Family Place and Kenton County School District to rent pool lanes for 2022-23 KHSAA swim season.

### **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.



# Aquatic Department lane Rental Agreement

Swim Team: Dixie Heights High School  Head Swim Coach: Chris Schoettker  Email: Christopher. schoettker Egrail. com Phone: 859-630-1895  Athletic Director: Derek Bosse  Email: derek. bosse & Kenton, kyschools. us Phone: 859-486-8361
Practice Start Date: 10/3/2022 Practice End Date: 2/15/2023  Day: Monday Time: 2:00 pm - 9:30 pm Number of Lanes: 5  Day: Tresday Time: 2:00 pm - 9:30 pm Number of Lanes: 5  Day: Wedresday Time: 7:45 pm - 9:15 pm Number of Lanes: 5
Day: Thursday Time: 2:20pm 9:30pm Number of Lanes: 5
Check this box if you would like to keep the same schedule that you had last season.  L) If availability opens of excitent the night, please contact  Policies:  Initial Deposit: \$500.00 (Must be sent in with this form)
Balance will be Due: January 1, 2023
Additional billing will occur following the conclusion of the season.
Cost: \$20 or 22 per hour, per lane
(\$22 per hour, per lane for practices between 3:00 pm-6:00 pm)
Facility will not be available for practice on the following days: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Clipper Swim Meets TB- These meets will limit practice availability.
<ol> <li>Rental is to be paid for the days and times that have been set aside for you regardless of use. Days that the facility is closed will not be charged to your team.</li> <li>Silverlake will need a roster of your team prior to the first day of practice.</li> <li>Each swimmer will need to complete the attached form and return it to the coach prior to the first day of practice.</li> <li>Each swimmer will be issued a card to gain entry to the facility and must scan it at the front desk.</li> <li>The same lane(s) each week will be provided.</li> <li>Starting blocks are available and if used during practice, must be returned to original spot after practice.</li> <li>Each Coach must read the Facility Rules and Policy form and ensure that all swimmers follow the facility rules.</li> <li>Swimmers will not be permitted to use any portion of the facility except the locker rooms and the specific lanes assigned to the team. Please see team &amp; large group locker room rules.</li> <li>Swimmers may enter the facility 20 minutes prior to practice time.</li> <li>Any additional practices or day/time adjustments, such as holiday practices, must be approved by the Aquatic Director in advance.</li> </ol>
Approved By Date



# FACILITY LEASE AGREEMENT

### LESSOR: Kenton Lands LLC dba Silverlake "The Family Place" LESSEE: CONTACT: ADDRESS: PHONE: CITY, STATE FACILITY ADDRESS: 301 Kenton Lands Rd. Erlanger, KY 41018 Exclusive Non-Exclusive Excluded ROOMS: Party Room: Exclusive Non-Exclusive Excluded Small Pool: Exclusive \_\_\_\_ Non-Exclusive \_\_\_\_ Excluded \_\_\_\_ Large Pool: Exclusive Non-Exclusive Excluded Bumper Boats: Exclusive Non-Exclusive Excluded Hydrophobia Wall: Exclusive \_\_\_\_ Non-Exclusive \_\_\_\_ Excluded \_\_\_\_ Kid's Quest: Exclusive \_\_\_\_ Non-Exclusive \_\_\_\_ Excluded \_\_\_\_ Kid's Club: Kid's Zone: Exclusive Non-Exclusive Excluded Exclusive Non-Exclusive Excluded FunNastics: Exclusive Non-Exclusive Excluded Basketball Gym: Exclusive Non-Exclusive Excluded Steam/Sauna: Exclusive Non-Exclusive Excluded Fitness Area: Exclusive Non-Exclusive Excluded Aerobics Room: Exclusive Non-Exclusive Excluded Lap Swimming: Number of Lap Lanes Based on number of practices. LEASE AMOUNT: LEASE DEPOSIT: **EVENT DATE:** From: \_\_\_\_\_ To: \_\_\_\_ TIME: COMMENTS:

Lessor leases to Lessee that part of the Facility set out above on the date and time set out above for the lease amount set out above.

The Lease Deposit shall be paid upon execution of the Facility Lease and shall be non-refundable but shall be a credit against the Lease Amount.

The balance of the Lease Amount shall be paid prior to the start of the Facility Lease.

Lessee shall not allow alcoholic beverages to be brought into the Facility nor shall Lessee permit smoking within the Facility. Breach of this provision may be grounds for termination of the Facility Lease and expulsion of Lessee and his/her/their invitees.

Lessor shall provide supervision of the Facility in accordance with its normal policy. Lessee understands that the Facility includes swimming pools, climbing areas and gymnastic equipment the improper use of which may cause the participant to suffer personal injury. Lessee agrees that Lessee and his/her/their invitees will comply with the rules and regulations of the Facility and the direction of the Lessor's staff as to the use of the Facility. Breach of this provision may be grounds for termination of the Facility Lease and expulsion of Lessee and his/her/their invitees.

Lessee agrees to indemnify and hold Lessor harmless from any claim, action, cause of action or suit, including reasonable attorney fees and costs of investigation and litigation arising from personal injury or property damage caused, in whole or in part, by the failure of Lessee or his/her/ their invitees to comply with the rules and regulations of the Facility or the direction of Lessor's Staff.

Lessee agrees that at the end of the Facility Lease that it will return to Lessor that part of the Facility, set out above as exclusive to Lessee, in the same condition as it existed at the start of the Facility Lease.

This Facility Lease represents the entire understanding between Lessor and Lessee and shall not be altered amended or modified except in writing and executed by Lessor and Lessee. No verbal statement or agreement shall be effective unless reduced to writing and executed by Lessor and Lessee.

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Dated this	day or	, 200	
		LESSOR:	
		BY:	
		(Silverlake Representative)	
		LESSEE:	
		RV:	

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