

DATE:

October 21, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Athletes United Foundation for use of the Dixie Heights High School gymnasium on December 3, 2022.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Athletes United Foundation (AUF) is a non-profit organization that was created to benefit children-in-need through programs designed to combat poverty and enrich lives of young children. AUF hosts a "Hoop for Harvest" Basketball Tournament that features top local and regional teams that gives exposure for area players and serves as a fundraiser.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:


Approval to Community Use Facility contract with Athletes United Foundation for use of the Dixie Heights High School gymnasium on December 3, 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 Athletes United Foundation 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) 2 (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, Aux Gym, Classroom, Inside Concession Stand and Cafeteria.

at the following times and dates: December 3, 2022 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. Approved users are responsible for the conduct and safety of their participants, guests, coaches, officials, and spectators. Automated External Defibrillators (AED) accessibility is not the responsibility of the KCSD facility.
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: _____ \$300.00
Custodial fee: _____ \$48 per hour _____ per hr. (min 2 hours)	Custodial fee total: _____ TBD
Supervisory fee: _____ n/a _____ per hr. (min 2 hours)	Supervisory fee total: _____ --
Equipment fee: _____ n/a _____	Equipment fee total: _____ --
Other fees: _____ n/a _____	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: _____ TBD

Deposit: _____ n/a

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

DHHS girls basketball will be responsible for supervision and clean-up for the entire event. Supervision will be waived for a donation to the Dixie Heights girls basketball team.

Misc. Considerations:

The Athletes United Foundation agrees to pay for all fees associated with custodians, trainers, officials and any damages that may occur

Facility Use Contract

Name of School:	Dixie Heights H.S.	Athletes United Foundation
		Name of Renting Organization "User"
		Doug Pelfrey
		Name of "User" Representative (Print)
		122 W. 9th Street
		Address
		Covington, KY 41011
		City State Zip
		(859) 814-1902
		Phone Number
		doug.pelfrey@propelcompany.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 22 . **Contracts for recurring events expire on June 30th of the school year.**

Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised:7/11/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

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 Northern Kentucky Insurance PO Box 357 Hebron KY 41048		CONTACT NAME: Patty Prather PHONE (A/C, No, Ext): (859) 586-8580 FAX (A/C, No): (859) 586-8616 E-MAIL ADDRESS: patty@cornerstoneinsllc.com	
INSURED Blue Tide Partners LLC 812 Russell Street Covington KY 41011		INSURER(S) AFFORDING COVERAGE INSURER A: AutoOwners NAIC # 18988 INSURER B: Ohio Security Insurance Company 24082 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2021-2022**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/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	Y		52156477	02/26/2021	02/26/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58894324	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							Underinsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						COMBINED SINGLE LIMIT (Ea accident) \$
DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A				AGGREGATE \$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is listed as an additional insured with regards to the operations of the named insured.

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

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