



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

# Issue Paper

**DATE:**

September 27, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Gerber Basketball for use of the Ft. Wright Elementary gymnasium on various dates during the 2022-23 school year.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Gerber Basketball team is local youth organization that is requesting to use Ft. Wright Elementary gymnasium for basketball practices.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

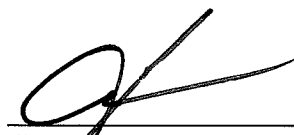
Approval to Community Use Facility contract with Gerber Basketball for use of the Ft. Wright Elementary gymnasium on various dates during the 2022-23 school year.

**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 Adam Greber 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: FWE Gymnasium for basketball

practice. Mid October 2022 thru February 2023

at the following times and dates: Tuesday & Thursday 6-7pm subject to the following terms and conditions: \*times subject to change in February

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 AF school representative

Applicable Fees:

Rental fee: <u>0</u>	per hr. (min 2 hours)	Rental fee total: <u>0</u>
Custodial fee: <u>0</u>	per hr. (min 2 hours)	Custodial fee total: <u>0</u>
Supervisory fee: <u>0</u>	per hr. (min 2 hours)	Supervisory fee total: <u>0</u>
Equipment fee: <u>0</u>		Equipment fee total: <u>0</u>
Other fees: <u>0</u>		Other fees total: <u>0</u>

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: 0 Deposit: N/A

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

The night custodian will cover these  
roles.

Misc. Considerations:

0

Facility Use Contract

Name of School: Ft. Wright Greber Basketball  
Name of Renting Organization "User"  
Adam Greber  
Name of "User" Representative (Print)  
218 Beechwood Rd.  
Address  
Fort Mitchell KY 41017  
City State Zip  
(513) 515-4714  
Phone Number  
adamwgreber@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.

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 \_\_\_\_\_, 2022. 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)  
09/23/2022

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 endorsements.

**PRODUCER**  
SADLER & COMPANY, INC.  
P.O. BOX 5866  
COLUMBIA, SOUTH CAROLINA 29250-5866

**CONTACT NAME:** Sports Dept  
**PHONE (A/C, No. Ext):** 803-622-7370 | **FAX (A/C, No):** 803-256-4017  
**E-MAIL ADDRESS:** soda@sadlereports.com  
**PRODUCER CUSTOMER ID#:**

**INSURED**  
D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION  
Greber Basketball - Multi- team Organization (100% insured)  
218 Beechwood  
Fort Mitchell, KY 41017  
Club #: 80697

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	
INSURER B:	NATIONWIDE LIFE INSURANCE COMPANY	
INSURER C:	Lexington Insurance Company	
INSURER D:		

## COVERAGES

## CERTIFICATE NUMBER

## 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.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		AIL0002545792400	04:36AM ET 09/23/2022	12:01AM ET 09/23/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS- COMP/ OP AGG \$2,000,000 LEGAL LIAB TO PARTICIPANTS \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS			n/a	n/a	n/a	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE n/a AGGREGATE n/a
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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			<input type="checkbox"/> PER STATUE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	<b>PARTICIPANT ACCIDENT</b>			BAX0000031867000	04:36AM ET 09/23/2022	12:01AM ET 09/23/2023	EXCESS MEDICAL \$100,000 AD&D \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The General Liability policy, if included above, is part of the ERS Risk Purchasing Group Association, Inc.

RE: COVERED Team(s) - Youth - Accident & General Liability

Basketball - 1 Team(s) - (Maximum 18 players per team)

Team Names: Greber Basketball

(Accident Package Youth Team: \$100,000 Excess Medical; \$10,000 Accidental Death or Dismemberment; \$250 per claim deductible)

(General Liability Package Youth Team: \$2,000,000 Each Occurrence; \$2,000,000 Legal Liability to Participants (Basketball, Dodgeball, Field Hockey, Futsal,

Inline Hockey (Includes Deck, Street, Floor), Lacrosse, Soccer, Street Hockey, Streetball-- brain injury provision: \$3,000,000 aggregate) Waiver/ Release

Recommended)

NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

## CERTIFICATE HOLDER

RELATIONSHIP:  
Property Owner/ Lessor

Kenton County School District  
1055 Eaton Drive  
FL 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 (company A)

*Keith Smith*

AUTHORIZED REPRESENTATIVE (company B)

*John Smith*

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

\*\* NOTICE TO TEXAS INSURED: 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)

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
AIL0002545792400	09/23/2022	Greber Basketball – Multi- team Organization (100% insured)	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART**

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. With respect to an additional insured owner and/ or lessor of premises, this insurance does not apply to:
  1. An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.
  2. "Bodily injury" or "property damage" arising out of:
    1. Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of premises;
    2. Any design defect or structural maintenance of the premises; or
    3. Any premises defect.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III — LIMITS OF INSURANCE: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of insurance shown in the declarations.

**Schedule of Additional Insureds:**

- ☒ Owners and/ or Lessors of the premises leased, rented or loaned to you
- ☒ Sponsors
- ☒ Co- Promoters
- ☐ Any individual person(s) or organization(s) listed below  
COACHES, OFFICIALS AND VOLUNTEERS  
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES  
FOR THE INSURED.

KR- GL-56 (7-18)