

**DATE:**

November 1, 2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Sara Piepho/Piepho Enterprise for use of Ryland Elementary gymnasium on Tuesdays and Fridays from December 2022 – May 2023 during non-school hours.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Piepho Enterprise is a local youth AAU basketball organization that wants to practice at Ryland Elementary gymnasium.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with Piepho Enterprise for use of the Ryland Elementary gymnasium on Tuesdays and Fridays from December 2022 – May 2023 during non-school hours.

**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 Sara Piepho / Piepho Enterprise hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 463398771

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: gym at Ryland Elementary School

at the following times and dates: December through May, every Tues + Fri subject to the following terms and conditions: from 5:30-8:30. During regular school basketball season, they will use facility one day a week,

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) SP user \_\_\_\_\_ school representative

**Applicable Fees:**

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

**Checks are payable to Kenton County Board of Education**

**Supervision/Custodial Support Details:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Misc. Considerations:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Facility Use Contract

Name of School: Ryland Elementary School Sara Piepho/Piepho  
Name of Renting Organization "User" Enterprise INC  
Sara Piepho  
Name of "User" Representative (Print)  
13455 Alexandria Pike  
Address  
Butler KY 41006  
City State Zip  
(513) 578-5703  
Phone Number  
spiepho13@gmail.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.**

Sara Piepho  
Signature of "User" Representative

[Signature]  
Principal

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

Review/Revised: 7/11/2022

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE  
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

<b>CERTIFICATE HOLDER</b> Kenton County School District 1055 Eaton Dr. Fort Wright, KY 41017		<b>COVERAGE DATES:</b> 11/01/2022 - 8/31/2023				
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.						
<b>PRODUCER</b>  Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	<b>INSURED</b>  Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 22409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	<b>MEMBER CLUB INSURED</b> <b>CERTIFICATE ID: 3KOHX85Y</b> <div style="text-align: right;"><b>CLUB CODE: W3874A</b></div> No limits 10641 Trevor Dr Aurora, IN 47001				
<b>INSURER(S) AFFORDING COVERAGE</b>						
Company A United State Fire Insurance Company NAIC# 21113  Company B Everest National Insurance Company NAIC # 10120		*For box below, INSR LTR refers to Company A or B.				
<b>COVERAGES</b> - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.						
<b>INSR LTR</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>COVERAGE EFF. DATE (MM/DD/YY)</b>	<b>COVERAGE EXP. DATE (MM/DD/YY)</b>	<b>COVERAGES</b>	<b>LIMITS</b>
A	Participant Accident	US1182716	9/01/2022 12:01 AM.	9/01/2023 12:01 AM.	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	SI8EX00142-221	9/01/2022 12:01 AM.	9/01/2023 12:01 AM.	Each Occurrence Policy Aggregate	5,000,000 5,000,000
B	General Liability	SI8ML00176-221	9/01/2022 12:01 AM.	9/01/2023 12:01 AM.	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 25,000,000 5,000 1,000,000 3,000,000
<b>ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS</b>  Coverage applies to No limits, License # 3KOHX85Y Practice, No limits from 11/01/2022 through 08/31/2023, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met. Primary non-contributory applies as per attached endorsement ECG 24 520 04 02. Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02. The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 11 04 13 applies.						
<b>CANCELLATION</b> - Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives. <b>REVOCATION OF MEMBERSHIP</b> - will result in cancellation of coverage.						
<b>FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.</b> Go to <a href="http://www.aausports.org">www.aausports.org</a> , Membership, Insurance, Issued Third Party Certificates, Insert member club code						

  
 \_\_\_\_\_  
 Authorized Representative

Certificate No. 20231044

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