



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

Issue Paper



DATE:

December 13, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with NKY Fury Softball Team for use of the Summit View Academy gym, baseball/football area, and parking lot for conditioning/practice from January to May 2023.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The NKY Fury is a local AAU softball team that would like to condition/practice on the Summit View Academy campus for 2023 season. Team is made up of mostly KCS D middle school students.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with NKY Fury Softball Team for use of Summit View Academy gym, baseball/football area, and parking lot for conditioning/practice from January to May 2023

CONTACT PERSON:

Matt Wilhoite

M. Wilhoite
Principal/Administrator

Dorothy Quennie
District Administrator

[Signature]
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 Christie Jones 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) 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, parking lot, baseball / football field area

at the following times and dates: Jan - May 2023 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) cg user [Signature] school representative

Applicable Fees:

Rental fee: _____ per hr. (min 2 hours)	Rental fee total: _____
Custodial fee: _____ per hr. (min 2 hours)	Custodial fee total: _____
Supervisory fee: _____ per hr. (min 2 hours)	Supervisory fee total: _____
Equipment fee: _____	Equipment fee total: _____
Other fees: _____	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: _____ **Deposit:** _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Misc. Considerations:

Facility Use Contract

Name of School: SVA NKY FURY 08
 Name of Renting Organization "User"
Christie Jones
 Name of "User" Representative (Print)
3291 Woodlyn Hills Dr
 Address
Erlanger KY 41018
 City State Zip
(502) 525-1642
 Phone Number
nkyfury@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.**

 Signature of "User" Representative

 Principal

 Superintendent/designee

Review/Revised:7/11/2022

CERTIFICATE OF INSURANCE	Issue Date: 11/18/2022
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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).

Producer: Edgewood Partners Ins. Center License #0B29370 10877 White Rock Road, Suite #300 Rancho Cordova, CA 95670 USSSA@epicbrokers.com	INSURERS AFFORDING COVERAGE INSURER A: Everest National Insurance Co INSURER B: Everest National Insurance Co INSURER C: United States Fire Insurance Company INSURER D: INSURER E:
Insured: United States Specialty Sports Association 5800 Stadium Parkway Melbourne, FL 32940 800-741-3014	

Coverages:

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 Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	Y	SI8GL01833-221	8/16/2022	8/15/2023	Each Occurrence \$1,000,000 Damage to Rented Premises(ea occ) \$1,000,000 Med Exp (any one person) \$ Excluded General Aggregate \$5,000,000 Personal and Adv Injury \$1,000,000 Products - Comp/OP Agg \$1,000,000 Participant Legal Liability (Per Occurrence) \$1,000,000 Participant Legal Liability (Aggregate) \$3,000,000 Sexual Abuse & Molestation (Each Incident) \$1,000,000 Sexual Abuse & Molestation (Aggregate) \$2,000,000
B	Excess Liability			SI8EX01692-221	8/16/2022	8/15/2023	Each Occurrence \$1,000,000 Aggregate \$1,000,000
C	Participant Accident			US1858191	8/16/2022	8/15/2023	AD&D \$ None Primary Medical \$ None Excess Medical \$100,000 Weekly Indemnity \$ None

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

Coverage includes amateur play and practice in the insured sport for : **NKY FURY 08 [FPGirls14&UB - \[2023-9236103040742\]](#)**
 When required by written contract, Certificate Holder is included as additional insured with primary coverage and waiver of subrogation as respects to General Liability.*\$500.00 Deductible for excess medical

Certificate Holder:	Coverage Effective Date: 11/18/2022 11:31:00 AM
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Kenton County Board of Education 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.
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Certificate # USSSA-455892-434153

Authorized Representatives:

