

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

## Issue Paper

**DATE:**

February 24, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility Contract with Palmer Panthers for the use of Piner Elementary on various dates throughout the 2022-2023 school year.

**APPLICABLE BOARD POLICY:**

05.3 - Community Use of Facility

**HISTORY/BACKGROUND:**

Palmer Panthers basketball team a non-profit organization that prides itself on providing a fun, safe, and positive basketball atmosphere. The game of basketball provides unique opportunities for our children to grow both physically and emotionally.

**FISCAL/BUDGETARY IMPACT:**

\$0

**RECOMMENDATION:**


Approval to Community Use Facility contract with Palmer Panthers for use of Piner Elementary on various dates during the 2022-23 school year..

**CONTACT PERSON:**

Tiffany Burris, Principal

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

407196314 43-2107296

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 - Non School time

at the following times and dates: Friday 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 KCSO 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) JP user ES school representative

**Applicable Fees:**

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

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

**Supervision/Custodial Support Details:**

**Misc. Considerations:**

If school is not in session that day, then use of the gym is not permitted.

**Facility Use Contract**

Name of School: Piner Elementary Jeremy Palmer/ Panthers  
Name of Renting Organization "User"  
Jeremy Palmer  
Name of "User" Representative (Print)  
818 Bagby Rd. Cri  
Address  
Crittenden Ky 41030  
City State Zip  
(513) 623-8870  
Phone Number  
jpalmers4us@gmail.com  
E-Mail Address

If responsible individual is other than 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 6<sup>TH</sup> day of March, 2022. Contracts for recurring events expire on June 30th of the school year.

[Signature]  
Signature of "User" Representative

[Signature]  
Principal

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

Review/Revised: 7/11/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/15/2023

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.

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 PROG ADVANTAGE AGCY P.O. BOX 438001 HIGHLAND HEIGHTS, OH 44143	CONTACT NAME: PROGRESSIVE BOP SERVICE TEAM PHONE: 888-426-7064 FAX: (AG Not) E-MAIL: BOPSERVICE@PROGRESSIVE.COM ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: United Financial Casualty Co. NAIC # 11770 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Jeremy palmer 15230 DIXIE HWY CRITTENDEN, KY 41030-8216	

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR BISO WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR BUSINESSOWNER POLICY GFNL AGGREGATE LIMIT APPLIES PER POLICY: <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER	N N	PCR944502743	02/16/2023	02/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP-OF AGG \$ 2,000,000 OTHER \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBOD BODILY INJURY (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB EXCESS LIAB OLD RETENTION \$	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR-PARTNER-EXECUTIVE OFFICER-MEMBER OF BOARD (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS	Y/N N/A				PER STATUTE 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 FOR INFORMATIONAL PURPOSES ONLY	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 
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