

**DATE:**

March 13, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Flag Football Fanatics for use of the Dixie Heights High School Stadium on various dates in April – May 2023.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Flag Football Fanatics is a non-profit organization that prides itself on providing a fun, safe, and positive football atmosphere. The league provides a unique opportunity for children to grow both physically and emotionally.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with Flag Football Fanatics for use of the Dixie Heights High School Stadium on various dates in April – May 2023.

**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 Flag Football Fanatics hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): \_\_\_\_\_ profit organization X non-profit organization/FEIN # 611638666

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: Dixie Heights Stadium

at the following times and dates: 4/15, 4/22, 4/29, 5/6, 5/13 8am-1pm 4/2, 4/16, 4/23, 4/30, 5/7, 5/14 3pm-9pm subject to the following terms and conditions: 5/20 & 5/21 8am-6pm

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) PW user OB school representative

**Applicable Fees:**

Rental fee: <u>\$300 per day</u> per hr. (min 2 hours)	Rental fee total: <u>TBD</u>
Custodial fee: <u>\$48 per hour</u> per hr. (min 2 hours)	Custodial fee total: <u>TBD</u>
Supervisory fee: <u>\$35 per hour</u> per hr. (min 2 hours)	Supervisory fee total: <u>Tbd</u>
Equipment fee: <u>n/a</u>	Equipment fee total: <u>-</u>
Other fees: <u>n/a</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:** TBD **Deposit:** n/a

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

There will be a Custodian and Supervisor on campus for your entire event, the cost for both is listed above. Flag Football Fanatics is responsible for any damage to the facilities.

**Misc. Considerations:**

**Name of School:** Dixie Heights H. S.

Name of Renting Organization "User"

Name of "User" Representative (Print)

### Address

City	State	Zip
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Phone Number

E-Mail Address

G. Mueller

Name \_\_\_\_\_

PO Box 1443

### Address

**614-559-8595**

Telephone Number

info@flagfootballfanatics.com

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 10<sup>th</sup> day of April 20 <sup>23</sup>. **Contracts for recurring events expire on June 30<sup>th</sup> of the school year.**

Signature of "User" Representative

Principal

**Superintendent/designee**

Review/Revised:7/11/2022



FLAG-1

OP ID: HW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2021

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  
Hosket Ulen Insurance  
Solutions LLC  
6540 Riverside Dr Ste 400  
Dublin, OH 43017  
Hosket Ulen Insurance

614-717-0200

CONTACT NAME: Meridith Evans-Hosket Ulen Inc

PHONE (A/C, No, Ext): 614-717-0200

FAX (A/C, No): 614.339.1788

E-MAIL ADDRESS: meridith@hosketulen.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

## INSURED

Flag Football Fanatics  
Goey Mueller  
PO Box 1443  
Hilliard, OH 43026

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## 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	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	ETD0095681	09/08/2020	09/08/2023	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000
						MED EXP (Any one person) \$ excluded
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
A	<input type="checkbox"/> AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY		ETD0095681	09/08/2020	09/08/2023	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	ETD0095681	09/08/2020	09/08/2023	AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A	ETD0095681	09/08/2020	09/08/2023	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		STOP GAP LIABILITY			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Dixie Heights High School

Certificate holder is an additional insured as required by written agreement for general liability per attached policy form provisions

## CERTIFICATE HOLDER

## CANCELLATION

Kenton County  
School District  
1055 Eaton Drive  
Ft. 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

*Haley Whitner*