

DATE:

March 22, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with KY Select Basketball Club for use of the Summit View Academy gymnasium during non-school hours on various dates in April and May 2023.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The KY Select Club is a local youth AAU basketball organization that wants to practice at Summit View Academy gymnasium.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with KY Select Basketball Club for use of the Summit View Academy gymnasium during non-school hours on various dates in April and 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 KY Select AAU 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: Summit View Academy Gym - non
school time

at the following times and dates: Various Dates 2022-23 school year 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 KCS D 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 _____ 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:

Name of School: Summit View Academy
 Name of Renting Organization "User"

James Pouncy

Name of "User" Representative (Print)

1587 Twinridge Way
 Address

Independence, KY 41051
 City State Zip

(859) 409-0195
 Phone Number

jamespouncy@hotmail.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 or 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.

James Pouncy
 Signature of "User" Representative

[Signature]
 Principal/school representative

 Superintendent/designee

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

CERTIFICATE HOLDER	Kenton County Board of Education 1055 Eaton Drive Ft. Wright, KY 41017	COVERAGE DATES: 02/18/2023 - 8/31/2023
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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.

PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	INSURED 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	MEMBER CLUB INSURED CERTIFICATE ID: 3KKYX789 CLUB CODE: W39B75 KY Select 1587 Twinridge Way Independence, KY 41051
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INSURER(S) AFFORDING COVERAGE

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.
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COVERAGES - 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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
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

ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS

Coverage applies to KY Select, License # 3KKYX789 Practice, KY Select from 02/18/2023 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.

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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.

REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.

FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.

Go to www.ausports.org , Membership, Insurance, Issued Third Party Certificates, Insert member club code



Authorized Representative

Certificate No. 20230763

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