



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

# Issue Paper

**DATE:**

April 17, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with the Dixie Heights Athletic Boosters for the use of the Dixie Heights High School stadium and gymnasiums on various dates in June - August 2023.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Dixie Heights Athletic Boosters want to host several summer youth athletic camps that have become staples of the community. The camps will provide a fun atmosphere for hundreds of kids to receive instruction and learn fundamentals of various sports.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**


Approval to Community Use Facility contract with the Dixie Heights Athletic Boosters for the use of the Dixie Heights High School stadium and gymnasiums on various dates in June – August 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 Dixie Heights Athletic Boosters hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): \_\_\_\_ profit organization X non-profit organization/FEIN # 611043412

Category of user (1-5) 2 (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 & Gyms

at the following times and dates: June - August 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) \_\_\_\_\_ user \_\_\_\_\_ school representative

**Applicable Fees:**

Rental fee: _____ TBD _____ per hr. (min 2 hours)	Rental fee total: _____ TBD _____
Custodial fee: _____ n/a _____ per hr. (min 2 hours)	Custodial fee total: _____ n/a _____
Supervisory fee: _____ n/a _____ per hr. (min 2 hours)	Supervisory fee total: _____ n/a _____
Equipment fee: _____ n/a _____	Equipment fee total: _____ n/a _____
Other fees: _____ n/a _____	Other fees total: _____ n/a _____

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:**

Rental fee is determined base on the facility that is used. Charges are at a Category 2. Supervision and custodial fees are waved, and the Dixie Heights Sports teams are responsible for supervision and custodial services. If the facility is not cleaned, teams will be charged a custodial fee of \$48 per hour for clean up.

**Misc. Considerations:**

Dixie Heights teams are responsible for any damage to the facility or equipment.

## Facility Use Contract

**Name of School:** Dixie Height h.S.

The Dixie Heights Athletic Boosters Club, Inc.

Name of Renting Organization "User"

Teresa Catchen

Name of "User" Representative (Print)

3010 Dixie Hwy.

### Address

Ft. Mitchell, KY 41017

City

State

Zip

( 859 ) 466-6638

Phone Number

teresa.catchen@kenton.kyschools.us

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 1<sup>st</sup> day of May, 20 23. ~~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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/03/2022

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).

<b>PRODUCER</b> Chas. H. Bilz Ins. Agency 909 Wright's Summit Parkway Suite 210 Ft. Wright KY 41011	<b>CONTACT NAME:</b> Michelle Sweeney <b>PHONE (A/C, No, Ext):</b> (859) 431-1235 <b>E-MAIL ADDRESS:</b> MichelleS@bilzins.com <b>FAX (A/C, No):</b> (859) 431-0437
<b>INSURED</b> Dixie Heights Athletic Booster, Organization 443 General Drive Ft. Wright KY 41011	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Ins. Co of South Car <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 19259

**COVERAGES** **CERTIFICATE NUMBER:** 22/23 Master **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2235206	08/19/2022	08/19/2023	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/OP AGG \$ 2,000,000				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							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 is named as additional insured, per written contract subject to the terms and conditions of the policy.

## CERTIFICATE HOLDER

## 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

Kenton County Board of Education  
1055 Eaton Drive

Ft. Wright

KY 41017

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