

**DATE:**

July 19, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with KY Krush Basketball Team for use of the Summit View Academy gymnasium during non-school time on various dates during 2023-24 school year.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The KY Krush is a local youth AAU basketball team that wants to practice at the Summit View Academy gymnasium.

**FISCAL/BUDGETARY IMPACT:**

None


**RECOMMENDATION:**

Approval to Community Use Facility contract with KY Krush Basketball Team for use of the Summit View Academy gymnasium during non-school time on various dates during the 2023-24 school year.

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

Category of user (1-5) \_\_\_\_\_ (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 Mondays + Wednesdays  
6:30 - 8:00 pm

at the following times and dates: Narious Dates during 2023-24 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: <u>N/A</u> per hr. (min 2 hours)	Rental fee total: <u>N/A</u>
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: Summit View Ky Krush Basketball  
Name of Renting Organization "User"  
Rence Kidwell  
Name of "User" Representative (Print)  
3945 Sherbourne Dr.  
Address  
Independence, Ky 41051  
City State Zip  
(859) 536-6772  
Phone Number  
rence.kidwell@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 7<sup>th</sup> day of August, 2023. Contracts for recurring events expire on June 30th of the school year.

Rence Kidwell  
Signature of "User" Representative

Kelvin A. Gandy  
Principal

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

Review/Revised: 7/11/2022



Coverage Is Provided In:  
Ohio Security Insurance Company

175 Berkeley St., Boston, MA 02116

**Commercial General Liability**

**Declarations**

Basis: Occurrence

Policy Number:  
**BLS (24) 66 51 30 96**

Policy Period:  
**From 07/13/2023 To 07/13/2024**  
12:01 am Standard Time  
at Insured Mailing Location

**Named Insured**

**Agent**

RENEE & DAVID KIDWELL  
- KY KRUSH BASKETBALL TEAM

(866) 222-4968  
ACA CLUB INSURANCE AGENCY, INC

**SUMMARY OF LIMITS AND CHARGES**

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	258.00
	Policy Writing Minimum Premium Adjustment	241.00
	KY Municipal Town Tax	46.00
	KY Dept. of Revenue Surcharge	9.00
	Certified Acts of Terrorism Coverage	1.00

**Total Advance Charges: \$555.00**

*Note: This is not a bill*

To report a claim, call your Agent or 1-844-325-2467

DS 70 22 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Name Of Person(s) Or Organization(s):**

The Kenton County School District

1055 Eaton Dr

FORT WRIGHT, KY 41011

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.