

DATE:

August 21, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Kings Hammer Soccer Club for use of the Dixie Heights High School, Scott High School, and Simon Kenton High School stadiums for soccer practices and competitions during the 2023-24 school year during non-school hours.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Kings Hammer Soccer Club provides soccer and educational opportunities to young players of all ages and abilities to create a lifelong passion for the sport.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:


Approval to Community Use Facility contract with Kings Hammer Soccer Club for use of the Dixie Heights High School, Scott High School, and Simon Kenton High School stadiums for soccer practices and competitions during the 2023-24 school year during non-school hours.

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 Kings Hammer Soccer 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) 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, Scott, + Simon Kenton

Stadiums + outside practice areas

at the following times and dates: various dates for 2023 - 24 subject to the following terms and conditions: school year during non-school time

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.

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

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) DK user CK school representative

Applicable Fees:

| | |
|--|-----------------------------------|
| Rental fee: <u>\$400 per day</u> per hr. (min 2 hours) | Rental fee total: <u>TBD</u> |
| Custodial fee: <u>\$48</u> per hr. (min 2 hours) | Custodial fee total: <u>TBD</u> |
| Supervisory fee: <u>\$35</u> per hr. (min 2 hours) | Supervisory fee total: <u>TBD</u> |
| Equipment fee: <u>N/A</u> | Equipment fee total: <u>N/A</u> |
| Other fees: <u>N/A</u> | Other fees total: <u>N/A</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 + supervisor on campus the entire event, cost will be determined after dates + hours, KHA responsible for any damages to facility.

Misc. Considerations:

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

Facility Use Contract

Name of School: Dixie Scott, a S.K. Kings Hammer Soccer Club
Name of Renting Organization "User"
Robert B. Budde
Name of "User" Representative (Print)
50 E. Rivercenter Blvd, Ste 150
Address
Covington KY 41011
City State Zip
(513) 535-3633
Phone Number
bobby@kingshammer.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 11th day of September, 20 23. Contracts for recurring events expire on June 30th of this school year.

[Signature]
Signature of "User" Representative

[Signature]
Principal

Superintendent/designee

Review/Revised: 7/11/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2022

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).

| | | | |
|--------------------------------|--|---|--|
| PRODUCER | | CONTACT NAME: | |
| LIC #40558248 | | PHONE (A/C, No, Ext): 612-345-9683 | |
| Player's Health Cover USA Inc. | | FAX (A/C, No): | |
| 718 Washington Ave North #402 | | E-MAIL ADDRESS: certificates@playershealth.com | |
| Minneapolis MN 55401 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Everst National Insurance Company | |
| | | INSURER B: Great American Insurance Company | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 22337 **REVISION NUMBER:** 1

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"/> COMMERCIAL GENERAL LIABILITY | Y | | SI8GL02059-221 | 2022-09-01 | 2023-09-01 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> INCLUDES PARTICIPANTS | | | | | | MED EXP (Any one person) \$ EXCLUDED |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY | | | SI8GL02059-221 | 2022-09-01 | 2023-09-01 | GENERAL AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | | | | | PARTICIPANT LEGAL LIAB \$ 1,000,000 |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | | | SI8EX02134-221 | 2022-09-01 | 2023-09-01 | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | BODILY INJURY (Per accident) \$ |
| | DED <input type="checkbox"/> RETENTION \$ 0 | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N <input type="checkbox"/> N/A | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| B | Accident Medical | | | E880183-00 | 2022-09-01 | 2023-09-01 | PER INJURY LIMIT \$ 300,000 |

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

Certificate issued for sanctioned activities of the state soccer association.
Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of:
Kings Hammer Soccer Club, LLC
Kings Hammer Soccer Programming

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Kenton County Board of Education 1055 Eaton Drive Fort 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 Chris Pesigan |
|--|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.