

DATE:

October 17, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Midland Baseball Club NKY for use of the Caywood Elementary gymnasium during non-school hours from November 2023 – June 2024.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Midland Baseball Club NKY is a local youth AAU baseball organization that wants to practice in the Caywood Elementary gymnasium.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with Midland Baseball Club NKY for use of the Caywood Elementary gymnasium during non-school hours from November 2023 – June 2024.

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 Midland Baseball NKY hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 88-3306672

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: Practice in Caywood school gym
November 7, 2023 - June 30, 2024
at the following times and dates: various dates 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) UZ user JC school representative

Applicable Fees:

Rental fee: <u>0</u> per hr. (min 2 hours)	Rental fee total: <u>0</u>
Custodial fee: <u>0</u> per hr. (min 2 hours)	Custodial fee total: <u>0</u>
Supervisory fee: <u>0</u> per hr. (min 2 hours)	Supervisory fee total: <u>0</u>
Equipment fee: <u>0</u>	Equipment fee total: <u>0</u>
Other fees: <u>0</u>	Other fees total: <u>0</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: 0 **Deposit:** 0

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Evening Custodian

Misc. Considerations:

Facility Use ContractName of School: Caywood Elementary Midland Baseball NKY
Name of Renting Organization "User"Jerry Cline
Name of "User" Representative (Print)5134 Arbor Knoll Lane
AddressIndependence KY 41051
City State Zip(859) 322-6120
Phone Numberjerry.cline@kenton.kyschools.us
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 6TH day of November, 2023. **Contracts for recurring events expire on June 30th of the school year**

[Signature]
Signature of "User" Representative[Signature]
Principal_____
Superintendent/designee

Review/Revised: 8/7/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2023

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

Chappell Insurance
4335 Cox Rd, Ste
4335 Glen Allen, VA,
23060

CONTACT

NAME: Daryl Chappell

PHONE (A/C, No. Ext): 804-733-2020

FAX (A/C, No): 804-591-1603

E-MAIL ADDRESS: daryl@chappellinsurance.com

INSURED

Midland NKY 14U Hatton
5134 Arbor Knoll Ln
Independence, KY 41051

(1) Team Name(s): Midland NKY 14U Hatton
Age Group: 14U.

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: SiriusPoint America Insurance Company

38776

INSURER B: Axis Insurance Company

37273

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:**

RPG-BB-802-000329

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	PLH01GL00000252	08/01/2023 12:01 AM	08/01/2024 12:01 AM	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)
						\$ 1,000,000
						MED EXP (Any one person)
						\$
						PERSONAL & ADV INJURY
						\$ 1,000,000
						GENERAL AGGREGATE
						\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS-COMP/OP AGG
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$ 2,000,000
	OTHER:					Participant Legal Liability
						\$ 1,000,000
	UMBRELLA LIAB					EACH OCCURRENCE
	<input type="checkbox"/> OCCUR					\$
	EXCESS LIAB					AGGREGATE
	<input type="checkbox"/> CLAIMS-MADE					\$
	DED					\$
	RETENTION					\$
B	PARTICIPANT ACCIDENT		AXSRPO185329-00	08/01/2023 12:01 AM	08/01/2024 12:01 AM	EXCESS MEDICAL
						\$ 100,000
						DEDUCTIBLE
						\$ \$250.00

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

The certificate holder listed below is an additional insured with respect to the operations of the named insured. This insurance covers one (1) team only with maximum of 20 players per team for Baseball.

Coverage Effective From 12:42 PM on 08/01/2023 TO 08/01/2024

CERTIFICATE HOLDER**CANCELLATION**

Kenton County Board of Education
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

Certificate Number: RPG-BB-802-000329

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