

**DATE:**

December 13, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with the 2 Out Storm Softball Club for use of the Scott High School fieldhouse on various dates in January – March 2024 during non-school hours.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The 2 Out Storm Softball Club is a local youth AAU organization that wants to practice and condition at Scott High School.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval to Community Use Facility contract with the 2 Out Softball Club for use of the Scott High School fieldhouse on various dates in January – March 2024 during non-school hours.

**CONTACT PERSON:**

Matt Wilhoite

Matt Wilhoite  
Principal/Administrator

David Hays  
District Administrator

[Signature]  
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.

SCHOOL FACILITIES

05.3 AP.1  
(CONTINUED)

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 2 Out Storm Softball hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 26-4155640

Category of user (1-5) III (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: field. Haso from 1-3 pm

at the following times and dates: Sundays Jan - 14 March 31 2003 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) RW user CDR school representative

Applicable Fees:

Rental fee: _____ per hr. (min 2 hours)	Rental fee total: <u>\$200</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: \$200 per week Deposit: \_\_\_\_\_

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Coch. Warner will cover supervision

Misc. Considerations:

No Custodial Needed

SCHOOL FACILITIES

05.3 AP.1  
(CONTINUED)

Facility Use Contract

Name of School: Scart High School

Name of Renting Organization "User"

Randy Warren

Name of "User" Representative (Print)

7250 Cross Rd

Address

Aurora

IN

47001

City

State

Zip

(515) 307-7860

Phone Number

rwarren@stelterbrink.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 8<sup>th</sup> day of January 2023 - Contracts for recurring events expire on June 30th of the school year.

Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised: 8/7/2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2023

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).

<b>PRODUCER</b> Chappell Insurance 4335 Cox Rd, Ste 4335 Glen Allen, VA, 23060		<b>CONTACT</b> NAME: Daryl Chappell PHONE (A/C, No. Ext): 804-733-2020 FAX (A/C, No): 804-591-1803 E-MAIL ADDRESS: support@chappellinsurance.com	
<b>INSURED</b> 2 Out Storm 16U 7250 Cross Road Aurora, IN 47001  (1) Team Name(s): 2 Out Storm 16U Age Group: 16U		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: SiriusPoint America Insurance Company NAIC# 38776 INSURER B: Axis Insurance Company 37273 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: RPG-SB-53-010277 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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PLH01GL00000250	08/01/2023 12:01 AM	01/01/2024 12:01 AM	EACH OCCURRENCE \$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: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PRODUCTS-COMP/OP AGG \$2,000,000
	UMBRELLA LIAB	OCCUR				Participant Legal Liability \$1,000,000
	EXCESS LIAB	CLAIMS-MADE				EACH OCCURRENCE \$
	DED	RETENTION				AGGREGATE \$
B	PARTICIPANT ACCIDENT		AXSRPO185333-00	08/01/2023 12:01 AM	01/01/2024 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 Softball.

**Coverage Effective From 11:19 AM on 12/12/2023 TO 01/01/2024****CERTIFICATE HOLDER**Kenton County School District  
1055 Eaton Drive  
Fort Wright, KY 41017

Certificate Number: RPG-SB-53-010277

**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