

**CONFIDENTIAL**

**TO:** Jesse Bacon  
Superintendent

**FROM:** Danny Clemens  
Facilities Director

**DATE:** February 19, 2024

**RE:** Board Agenda Item  
EMS Facility Use Agreement-Swish City Premier Basketball

Attached is a facility use agreement for use of the gym at Eastside Middle School by Swish City Premier. This will be for Eastside Middle School students only and dependent on the availability of the gym. The insurance information is attached.

I recommend approval of the facility use agreement.

**Attachments:**

- Facility Use Application
- Insurance Certificate

*TWood*

**Application and Agreement for Use of District Property**

**NOTE:** Please complete this form in duplicate and submit both copies to the Central Office designee for approval. If the application is approved, one (1) copy of the signed agreement will be returned to the using organization. The contract shall be signed by the designated representative of the using organization and returned to the Central Office designee. If the application is not approved, both copies will be returned.

Name of Sponsoring Organization/Activity SWISH CITY PREMIER Telephone (502) 526 7862  
 Representative's Name Justin Radford (502) 504 3397  
 Address 357 Bluffs Edge Dr. W. Washington, Ky 40047

The above organization/individual requests the use of:  
 auditorium  gymnasium  dining room/kitchen  stadium  
 classroom(s) \_\_\_\_\_  other, specify \_\_\_\_\_

Is the organization planning to use District-owned equipment?  YES  NO  
 If yes, specify equipment \_\_\_\_\_ Operator's Name \_\_\_\_\_

Is the organization planning to conduct sales on school premises?  YES  NO  
 If yes, give a complete description of what is being sold and how the proceeds will be used: \_\_\_\_\_

Building/school/facility \_\_\_\_\_  
 Purpose Basketball practice  
 Date(s) requested Various based on availability Time(s) Requested based on availability

Will public be admitted?  YES  NO If yes, please explain \_\_\_\_\_  
 Will advertisement(s) be used?  YES  NO If yes, please explain \_\_\_\_\_  
 Will admission be charged?  YES  NO If yes, please explain \_\_\_\_\_

- When using school facilities, this organization agrees to observe the following:
- To schedule with the Superintendent/designee the time(s) District property is to be used. It is understood that the Superintendent/designee may cancel the use of the room or building at any time such use interferes with regular school activities.
  - To be legally responsible for any and all damage to individuals and school equipment, building(s), grounds, or facilities, resulting from use by the organization. To this end, the organization will procure sufficient liability insurance to indemnify the Board, school officers and employees for any injuries or property damage which might occur during the organization's use of the facilities. This insurance shall contain limits of \$1,000,000 for bodily injury and \$10,000 for property damage. A copy of the organization's insurance certificate shall be filed with the Board prior to the date the organization uses the building. The Board shall require the renting organization to assume all liability for injury to individuals by reason of the lease of Board property and that the organization indemnify and save harmless the Board from any loss or damage thereby.
  - To provide appropriate equipment for the use of District property. When gymnasiums are used, the organization agrees to permit on the gym floor only those persons wearing shoes that will not mark the floor.
  - To abide by the requirements of Board policies 05.3 and 05.31 (see attached). Disregard of the rules and regulations governing the use of the school buildings, equipment and facilities shall result in the refusal of the Board to grant the offending organization further use.
  - To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

**Application and Agreement for Use of District Property**

**For Office Use Only - To be Completed by School Official**

Cost for use of District property \$ \_\_\_\_\_ Cost for school employee \$ \_\_\_\_\_ Total cost \$ 0

Deposit \$ \_\_\_\_\_ Is deposit refundable?  Yes  No

Date Deposit Received \_\_\_\_\_ Balance Due \$ \_\_\_\_\_

Board employee(s) assigned: \_\_\_\_\_

Board Action Date, if applicable \_\_\_\_\_ Board Order # \_\_\_\_\_

Date of Use \_\_\_\_\_ Length of Time \_\_\_\_\_

**FEE SCHEDULE**

The organization agrees to pay the applicable fee(s) for the use of District facilities.

	# of Employees Required	# of Hours	Hourly Rate (Overtime at 1.5 times)	Total
Custodians				<u>0</u>
Food Service Employees				
Supervisory Personnel				
Other _____				
<b>TOTAL PERSONNEL CHARGE</b>				<u>0</u>

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Total Cost for Facility Use
Gymnasium at _____ school			<u>0</u>
Auditorium at _____ school			
Cafeteria <input type="checkbox"/> Dining Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Both at _____ school			
Classroom(s) Number _____ at _____ school			
Stadium at _____ school			
Other Property at _____ school			

Application and Agreement for Use of District Property

**RATES FOR DISTRICT FACILITY USE**

(The Principal of the school may set additional charges if not specifically stated.)

**ALL PURPOSE ROOM**

- \$30 for up to 3 hours, \$5 per hour each additional hour

**AUDITORIUM**

- \$50 for up to 3 hours, \$10 per hour each additional hour

**GYMNASIUM**

- \$50 for up to 3 hours, \$10 per hour each additional hour

**CAFETERIA**

- \$30 per hour

**KITCHEN**

- \$50 per hour, SFS personnel must be present and paid at a rate of time and a half

**KITCHEN AND CAFETERIA**

- \$80 per hour, SFS personnel must be present and paid at a rate of time and a half

**OUTSIDE PROPERTIES**

- \$30 for elementary/middles schools
- \$50 for high schools

*Jack R. Miller*  
Signature - Representative of User Group

2-13-2024  
Date

*[Signature]*  
Signature - Superintendent/designee

2-14-24  
Date

IN THE EVENT SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS, ALL SCHEDULED ACTIVITIES, WITH THE EXCEPTION OF DINNER MEETINGS, WILL BE CANCELED AND THE OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(S) WILL BE MADE.

Review/Revised: 7/19/11

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE  
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

**CERTIFICATE HOLDER**

Bullitt County Public Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165

**COVERAGE DATES:**

02/18/2024 - 8/31/2024

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.

**PRODUCER**

Foy Insurance  
64 Portsmouth Ave  
PO Box 1030  
Exeter, NH 03833-1030

**INSURED**

Amateur Athletic Union of the U.S., Inc.  
Walt Disney World Resort  
P.O. Box 22409  
Lake Buena Vista, FL 32830-1000  
(407) 934-7200

**MEMBER CLUB INSURED**

Swish City Premier  
307 Bluffs Edge Dr  
Mt Washington, KY 40047

**CERTIFICATE ID:** 4KKYX843

**CLUB CODE:** W3C7E7

**INSURER(S) AFFORDING COVERAGE**

Company A United State Fire Insurance Company NAIC# 21113

Company B Everest National Insurance Company NAIC# 10120

For box below, INSR LTR refers to Company A or B.

**COVERAGES** - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182724	9/01/2023 12:01 AM	9/01/2024 12:01 AM	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	S18EX00142-231	9/01/2023 12:01 AM	9/01/2024 12:01 AM	Each Occurrence Policy Aggregate	5,000,000 5,000,000
B	General Liability	S18ML00176-231	9/01/2023 12:01 AM	9/01/2024 12:01 AM	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You Policy Aggregate Cap Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 25,000,000 5,000 1,000,000 3,000,000

**ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS**

Coverage applies to Swish City Premier, License # 4KKYX843 Practice, Swish City Premier from 02/18/2024 through 08/31/2024, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met. Primary non-contributory applies as per attached endorsement ECG 24 520 04 02. Waiver of Transfer of Rights of Recovery Against Other to Us applies per attached Endorsement ECG 24 522 04 02. The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies); attached CG 20 11 04 13 applies.

**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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.

**REVOCAION OF MEMBERSHIP** - will result in cancellation of coverage.

**FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.**

Go to [www.aasports.org](http://www.aasports.org), Membership, Insurance, Issued Third Party Certificates, Insert member club code

Authorized Representative

Certificate No. 20240800

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inscertfacility.rpt

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - MANAGERS OR  
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

<p>Designation Of Premises (Part Leased To You): All locations owned, operated or leased by Name Of Person(s) Or Organization(s) listed below.</p>
<p>Name Of Person(s) Or Organization(s) (Additional Insured):  Bullitt County Public Schools 1040 Highway 44 East Shepherdsville, KY 40165</p>
<p>Event: Practice, Swiss City Premier Date: 02/18/2024 through 08/31/2024</p>
<p>Additional Premium: \$ N/A</p>
<p>Information required to complete this Schedule. If not shown above, will be shown in the Declarations.</p>

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 liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL - OTHER INSURANCE  
(PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agreement that this insurance will be primary and noncontributory, if the written contract of agreement was made prior to the subject "occurrence" or offense.

THIS IS VALID FOR COMMERCIAL PRACTICES ONLY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS  
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

(if no entry appears above, information required to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section  
IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above  
because of payments we make for injury or damage arising out of your operations or  
"your work" done under a written agreement that requires you to waive your rights of recovery. The written  
agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or  
organization shown in the Schedule above.