



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

August 8, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Premier Athletics for use of the Scott High School gymnasiums on November 10, 2024.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

Premier Athletics would like to host a Cheer competition for local high schools. Portion of the proceeds will be donated to a scholarship given to an area cheerleader.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with Premier Athletics for use of the Scott High School gymnasiums on November 10, 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 Premier Athletics hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): profit organization non-profit organization/FEIN # _____

Category of user (1-5) 4 (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: Main + Aux Gyms

at the following times and dates: 11-10-24 8AM-4PM 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) *JS* user _____ school representative

Applicable Fees:

Rental fee: <u>\$ 750 per gym</u> per hr. (min 2 hours)	Rental fee total: <u>\$1500</u>
Custodial fee: <u>\$48</u> per hr. (min 2 hours)	Custodial fee total: <u>\$480 <i>could charge</i></u>
Supervisory fee: <u>\$35</u> per hr. (min 2 hours)	Supervisory fee total: <u>\$350</u>
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: \$12330

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

If clear staff supervises the fee can be waived

Misc. Considerations:

Cost could change based on clean up, start time, & end time

Facility Use Contract

Name of School: Sart Premier Athletics Club
 Name of Renting Organization "User"
Premier Athletics Club
 Name of "User" Representative (Print)
Krislund Schmidt
 Address
351 Kenton Road
Frankfort KY 40618
 City State Zip
(858) 445-1074
 Phone Number
kschmidt@premierathletics.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.

Krislund Schmidt
 Name
2407 Maple Ridge
 Address
Cuttenden, Ky 40301
 Telephone Number
kschmidt@premierathletics.com
 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 9th day of September, 2024. Contracts for recurring events expire on June 30th of the school year.

Krislund Schmidt [Signature]
 Signature of "User" Representative Principal

Superintendent/designee

Review/Revised:8/7/2023

Fisk, Casey - Kenton County

From: Casey Fisk <casey.fisk@gmail.com>
 Sent: Thursday, July 11, 2024 3:49 PM
 To: Fisk, Casey - Kenton County

Client: 185728 GY85FU0

DATE ISSUED: 7/16/2024

ACORD CERTIFICATE OF LIABILITY INSURANCE

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 POLICES 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance 415 High Street Maryville, TN 37804	AGENT Crystal Fasano 963.325.6000 crystal.fasano@propelinsurance.com	AGENT 963-333-2297
INSURED Oym & Studio Ops, LLC dba Premier Athlet 18208 Upper Ridge Way Knoxville, TN 37932	INSURER A Lloyds of London	18456
	INSURER B Emory Insurance	32070
	INSURER C Market Insurance	
	INSURER D	
	INSURER E	

COVERAGE	CERTIFICATE NUMBER	REVISION NUMBER	DESCRIPTION	AMOUNT
A X COMMERCIAL GENERAL LIABILITY X FLOOD DAMAGE X BIPD (ded:25000)	80180PH2306018	08/06/2023 08/06/2024	Each Occurrence Aggregate Products and Completed Operations Contractors and Auto Liability General Aggregate Personal and Advertising Injury	\$1,000,000 \$300,000 \$10,000 \$1,000,000 \$5,000,000 \$5,000,000
A AUTOMOBILE LIABILITY	80180PH2306018	08/06/2023 08/06/2024	Combined Single Limit Bodily Injury Property Damage	\$1,000,000
B WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WCH6005136	08/11/2023 08/11/2024	Statute Each Accident Aggregate	\$1,000,000 \$1,000,000 \$1,000,000
C Acc Policy	APP1716131	08/06/2023 08/06/2024		\$10,000
D Abuse/Severed Nerve	80180PH2306018	08/06/2023 08/06/2024		\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Attachment Numbered 1-10) (Must be attached if used space is 10/10/10)
 Kenton County School Board is an additional insured in respects to the General Liability for the following event:
 Date: Nov 19, 2024
 Event: Premier L38 Cheer/Dance Event Scott High School, 6400 Old Taylor Mill Road, Taylor Mill, KY 41015

CERTIFICATE HOLDER Kenton County School Board 1055 Eblen Drive P.O. Box 624, KY 41017	CANCELLATION SHOULD ANY OF THE ABOVE IN SCHEDULE POLICES BE CANCELLED OR THE EXPIRATION DATE THEREOF, NOTICE WILL BE GIVEN IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED BY PRESIDENT
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