

DATE:

September 13, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Smash House FastPitch Softball for use of the Summit View Academy gymnasium, football area, and parking lot for conditioning/practice during non-school hours on various dates during the 2024-25 school year. Times and dates will be coordinated with the Athletic Director.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

Smash House Fastpitch Softball is a local AAU softball organization that would like to use Summit View Academy campus for conditioning/practice.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with Smash House FastPitch Softball for use of the Summit View Academy gymnasium, football area, and parking lot for conditioning/practice during non-school hours on various dates during the 2024-25 school year. Times and dates will be coordinated with the Athletic Director.

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 Smash House Fastpitch Softball hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One) ☐ profit organization ☒ non-profit organization/FEIN # 501(c)(3) 10:83-1818858

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: UVA

Sports Field

at the following times and dates: M/T/W/R subject to the following terms and conditions: (evenings 5-8)

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) BB user [Signature] school representative

Applicable Fees:

Rental fee: _____	per hr. (min 2 hours)	Rental fee total: _____
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: _____ **Deposit:** _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Misc. Considerations:

Facility Use ContractName of School: SVH Smash House Fastpitch
Name of Renting Organization "User"Keith Walton - Brandi Borgemenke
Name of "User" Representative (Print)5440 Ky Hwy 455
AddressSparta Ky 41086
City State Zip(859) 630-5052
Phone Numberbrandi.vinesborgemenke@kenton.kyschools.us
E-Mail Address

If responsible individual is other than 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 8th day of October, 2024. Contracts for recurring events expire on June 30th of the school year.

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

Review/Revised: 8/7/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2024

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.

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: **support@chappellinsurance.com**

INSURED

Smash House Fastpitch Softball
2015 Penile Road
Louisville, KY 40272

(8) Teams in Smash House Fastpitch Softball group

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: **SiriusPoint America Insurance Company**

38776

INSURER B: **Axds Insurance Company**

37273

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

NS-SB-810-000577

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	PLH01GL00001951	08/01/2024 12:01 AM	08/01/2025 12:01 AM	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					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
						PRODUCTS-COMP/OP AGG \$2,000,000
						Participant Legal Liability \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION					\$
B	PARTICIPANT ACCIDENT		SRPO167021-00	08/01/2024 12:01 AM	08/01/2025 12:01 AM	EXCESS MEDICAL \$100,000
						DEDUCTIBLE \$

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

Coverage includes amateur play and practice in the insured sport for Smash House Fastpitch Softball NS-SB-810-000577. The certificate holder is named as an additional insured but only with respect to the operations of the named insured. Sport Insured: Softball. Age Group: 12 & Under.

Coverage Effective From 12:21 PM on 08/19/2024 TO 08/01/2025

CERTIFICATE HOLDER

Kenton County Board of Education
1055 Eaton Drive
Fort Wright, KY 41017

Certificate Number: **NS-SB-810-000577**

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

Daryl Chappell

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ACORD 25 (2016/03)

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Notice to Texas Insureds: The insurer for the purchasing group may not be covered by an insurance insolvency guarantee fund or similar mechanism and the insurer of the group is not subject to all the insurance laws and regulations of this state.