

**DATE:**

September 25, 2024

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Piner PTA for use of the Piner Elementary gymnasium, cafeteria, and classrooms for a Fall Festival on October 19, 2024.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Piner PTA is an approved booster organization that was established to promote and support the school. They would like to host a Fall Festival fundraiser that will impact students at Piner Elementary.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval Community Use Facility contract with Piner PTA for use of the Piner Elementary gymnasium, cafeteria, and classrooms for a Fall Festival on October 19, 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 Piner PTA hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 62-1362645

Category of user (1-5) 1 (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: Fall Festival

Including Dinner, games, raffle & Auction  
at the following times and dates: OCT 19 4pm - 11pm 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) ML user \_\_\_\_\_ school representative

Applicable Fees:

Rental fee: <u>0</u> per hr. (min 2 hours)	Rental fee total: <u>0</u>
Custodial fee: <u>\$48</u> per hr. (min 2 hours)	Custodial fee total: <u>\$ 384</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:** \$ 384 **Deposit:** \_\_\_\_\_

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Set up stage, Clean Gym, Cafeteria.  
Set up of bleachers.

Misc. Considerations:

**Facility Use Contract**

Name of School: Piner Megan Kelly (Piner PTA)  
Name of Renting Organization "User"

Megan Kelly  
Name of "User" Representative (Print)

2845 Piner Ridge Rd  
Address

Morningview Ky 41063  
City State Zip

(859) 856-2155  
Phone Number

Emily.Thompson@kenton.ky.schools.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 8<sup>TH</sup> day of October, 2024. **Contracts for recurring events expire on June 30th of the school year.**

Megan Kelly  
Signature of "User" Representative

Emily Thompson  
Principal

\_\_\_\_\_  
Superintendent/designee

Review/Revised: 8/7/2023