

DATE:

September 16, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contracts with Campbell County High School, Covington Catholic High School, Holy Cross High School, Highlands High School, Boone County High School, Cooper High School, Conner High School, Ryle High School, and Calvary Christian High School with Scott High School for use of the KCSD Aquatic Center during non-school hours on various dates during 2024-25 school year.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The following schools are requesting practice time for use of the swimming pool and diving wells during the 2024-25 school year. Dates, times and rental fees will be coordinated with KCSD Aquatics Director.

FISCAL/BUDGETARY IMPACT:

None.

RECOMMENDATION:

Approval Community Use Facility contracts with Campbell County High School, Covington Catholic High School, Holy Cross High School, Highlands High School, Boone County High School, Cooper High School, Conner High School, Ryle High School, and Calvary Christian High School with Scott High School for use of the KCSD Aquatic Center during non-school hours on various dates during 2024-25 school year.

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 Michael Fontenot - Campbell County H.S. hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 61-6001237

Category of user (1-5) 3 (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: Campbell Co. Dive

at the following times and dates: 2024-2025 Season : 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 KCSO 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) _____ user _____ school representative

Applicable Fees:

Rental fee: **\$25 per lane practice per hour/\$35 per board per hour/\$200 per hour meet** Rental fee total: **TBD**

Custodial Fee: **\$48 per hr. (min 2 hours)**

Custodial fee total: **TBD**

Supervisory fee: **\$35 per hr. (min 2 hours)**

Supervisory fee total: **TBD**

Lifeguard Fee: **\$13.86 per hour per guard**

Lifeguard fee Total: **TBD**

Equipment fee: **0**

Equipment fee total: **0**

Other fees: **0**

Other fees total: **0**

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: TBD Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details: Lifeguards are required, but can be provided by the host team. Current Lifeguard certifications are required, and a copy must be provided to the Aquatics office prior to the meet. Lifeguards provided by the host must be in proper attire and are required to be seated appropriately for the duration of the event. Lifeguards can be provided at the above cost if you choose not to supply your own. The number of lifeguards required will be at the discretion of the aquatics coordinator in accordance to our current

policy. Supervision and Custodial fees will apply to any rentals outside of school time (after 9pm weekdays/weekends)

Misc. Considerations: A meet is not permitted without prior approval. Any breach of this contract could result in cancellation of the contract and/or denial of future contracts. Designated coach must be on deck with athletes at all times, and are responsible for their athletes from arrival to departure. You may not leave your athletes unattended at any time. Only your designated rental area are to be utilized during your practice time. A team roster must be submitted prior to the first practice.

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

Facility Use Contract

Name of School: Scott High School

Name of Renting Organization "User"

Campbell County High School
Name of "User" Representative (Print) Michael Flaimonte - AD

909 CAMEL CROSSING
Address

Alexandria Ky 41001
City State Zip

(859) 635-4161
Phone Number

Michael.Flaimonte@campbell.kyschools.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.

Joey SVATBA
Name
3418 Cherry Tree Lane
Address
(859) 816-6421
Telephone Number
Joey.Svatba@gmail.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 8TH day of October, 2024. Contracts for recurring events expire on June 30th of the school year.

[Signature]
Signature of "User" Representative

[Signature]
Principal

Superintendent/designee

Review/Revised: 8/7/2023



CERTIFICATE OF LIABILITY INSURANCE

CAMPCOB-01

LBAKER

DATE (MM/DD/YYYY)

8/8/2024

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
AssuredPartners-Bellevue/Maysville
100 E Rivercenter Blvd. Suite 800
Covington, KY 41011

CONTACT NAME: Karen McIntosh
PHONE (A/C, No, Ext): (859) 581-2088 FAX (A/C, No): (859) 581-1008
E-MAIL ADDRESS: certificate.covington@assuredpartners.com

INSURED
Campbell Co. Board of Education
101 Orchard Lane
Alexandria, KY 41001

INSURER(S) AFFORDING COVERAGE
INSURER A: Bluegrass Risk Management NAIC # 51264
INSURER B: Kentucky Employers Mutual Insurance 10320
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES**CERTIFICATE NUMBER:****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 | ADDITIONAL SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | X | BGR024-001-005 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | BGR024-001-005 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | BGR024-001-005 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | 431024 | 7/1/2024 | 7/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Leased/Rented Equip. | | BGR024-001-005 | 7/1/2024 | 7/1/2025 | Limit 140,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Dive Practice - 2023-2024 Season

Kenton County Board of Education is included as Additional Insured when required by written contract or agreement regarding General Liability.

CERTIFICATE HOLDER

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

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

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 _____ Covington Catholic _____ hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization ☒ non-profit organization/FEIN # _____ X-0CH-61-0458380
Category of user (1-5) _____3_____ (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: Dive practice

at the following times and dates: 2024-2025 Season : 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.

05.3 AP.1
(CONTINUED)

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) al user _____ school representative

Other fees total: 0

Page 15 of 17

policy. Supervision and Custodial fees will apply to any rentals outside of school time (after 9pm weekdays/weekends)

Misc. Considerations: A meet is not permitted without prior approval. Any breach of this contract could result in cancellation of the contract and/or denial of future contracts. Designated coach must be on deck with athletes at all times, and are responsible for their athletes from arrival to departure. You may not leave your athletes unattended at any time. Only your designated rental area are to be utilized during your practice time. A team roster must be submitted prior to the first practice.

Name of School: Scott High School

Name of Renting Organization "User"

Name of "User" Representative (Print)

Address

| City | State | Zip |
|------|-------|-----|
|------|-------|-----|

Phone Number

E-Mail Address

Name _____

Address

Telephone Number

E-Mail Address

Emma Leimbach

Signature of "User" Representative

Principal

Superintendent/designee

Page 17 of 17

Certificate of Coverage

Date: 8/29/2024

Certificate Holder
The Roman Catholic Diocese of Covington and Most
Reverend John C. Iffert, and His Successors in
Office, Chancery Office
P.O. Box 15550
Covington, KY 41015

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
COVINGTON CATHOLIC HIGH SCHOOL
1600 DIXIE HIGHWAY

COVINGTON, KY 41011-0000

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

| Type of Coverage | Certificate Number | Coverage Effective Date | Coverage Expiration Date | Limits | |
|--|--------------------|-------------------------|--------------------------|----------------------------|-----------|
| Property | | | | Real & Personal Property | |
| D. General Liability | 8547 | 12/31/2023 | 12/31/2024 | Each Occurrence | 1,000,000 |
| <input checked="" type="checkbox"/> Occurrence | | | | General Aggregate | 2,000,000 |
| <input type="checkbox"/> Claims Made | | | | Products-Comp/OP Agg | |
| | | | | Personal & Adv Injury | |
| | | | | Fire Damage (Any one fire) | |
| | | | | Med Exp (Any one person) | |
| Excess Liability | | | | Each Occurrence | |
| | | | | Annual Aggregate | |
| Other | | | | Each Occurrence | |
| | | | | Claims Made | |
| | | | | Annual Aggregate | |
| | | | | Limit/Coverage | |

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends for claims arising out of the negligence of Covington Catholic High School while using Scott High School for their swim and dive practices October 15, 2024 - March 1, 2025, as the schedule dictates.

Holder of Certificate

Cancellation

Additional Protected Person(s)

The Kenton County Board of Education

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Paul A. Peterson

0346003414

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

| | | | |
|----------------------------------|--|---|--------|
| Effective Date of Endorsement | 10/15/2024 | Charge | Credit |
| Cancellation Date of Endorsement | 3/1/2025 | | |
| Certificate Holder | The Roman Catholic Diocese of Covington and Most Reverend John C. Iffert, and his Successors in Office, Chancery Office P.O. Box 15550 Covington, KY 41015 | | |
| Location | COVINGTON CATHOLIC HIGH SCHOOL 1600 DIXIE HIGHWAY COVINGTON, KY 41011-0000 | | |
| Certificate No. | 8547 | of The Catholic Mutual Relief Society of America is amended as follows: | |

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an **Additional Protected Person(s)** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

The Kenton County Board of Education

Remarks:

Coverage only extends for claims arising out of the negligence of Covington Catholic High School while using Scott High School for their swim and dive practices October 15, 2024 - March 1, 2025, as the schedule dictates.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the **Additional Protected Person(s)** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the **Protected Person(s)**. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the **Additional Protected Person(s)** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the **Additional Protected Person(s)** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any **Occurrence** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the **Additional Protected Person(s)** for **Occurrences** which cannot be attributed to primary acts or omissions of the **Protected Person(s)**.
5. Provided that a premises is utilized by the **Protected Person(s)** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the **Additional Protected Person(s)** for premises defects or other **Occurrences** which could not be discovered by the **Protected Person(s)** with reasonable diligence.
6. The limited coverage afforded to the **Additional Protected Person(s)** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the **Certificate Holder** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this endorsement or extend beyond the cancellation date.

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 Holy Cross Dive Team hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 62-1577563

Category of user (1-5) 3 (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: diving board for 1 hr. a week during swim & dive season
at the following times and dates: 2024-2025 Season : 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) _____ user _____ school representative

Applicable Fees:

Rental fee: **\$25 per lane practice per hour/\$35 per board per hour/\$200 per hour meet** Rental fee total: TBD

Custodial Fee: **\$48 per hr. (min 2 hours)**

Custodial fee total: TBD

Supervisory fee: **\$35 per hr. (min 2 hours)**

Supervisory fee total: TBD

Lifeguard Fee: **\$13.86 per hour per guard**

Lifeguard fee Total: TBD

Equipment fee: 0

Equipment fee total: 0

Other fees: 0

Other fees total: 0

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: TBD

Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details: Lifeguards are required, but can be provided by the host team. Current Lifeguard certifications are required, and a copy must be provided to the Aquatics office prior to the meet. Lifeguards provided by the host must be in proper attire and are required to be seated appropriately for the duration of the event. Lifeguards can be provided at the above cost if you choose not to supply your own. The number of lifeguards required will be at the discretion of the aquatics coordinator in accordance to our current

policy. Supervision and Custodial fees will apply to any rentals outside of school time (after 9pm weekdays/weekends)

Misc. Considerations: A meet is not permitted without prior approval. Any breach of this contract could result in cancellation of the contract and/or denial of future contracts. Designated coach must be on deck with athletes at all times, and are responsible for their athletes from arrival to departure. You may not leave your athletes unattended at any time. Only your designated rental area are to be utilized during your practice time. A team roster must be submitted prior to the first practice.

Facility Use ContractName of School: Scott High SchoolHoly Cross District High School

Name of Renting Organization "User"

Kristina Jenny (Holy Cross Dive Coach)
Name of "User" Representative (Print)3617 Church St

Address

Covington, KY 41015

City State Zip

(859) 816-7117

Phone Number

kristina.jenny@boone.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.

Mike Holtz

Name

3617 Church St. Covington, Ky. 41015

Address

859-431-1335

Telephone Number

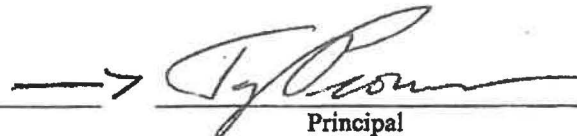
mike.holtz@hchscov.com

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 8TH day of October, 2024. 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 Coverage

Date: 9/19/2024

Certificate Holder

The Roman Catholic Diocese of Covington and Most
Reverend John C. Iffert, and His Successors in
Office, Chancery Office
P.O. Box 15550
Covington, KY 41015

**This Certificate is issued as a matter of information only and
confers no rights upon the holder of this certificate. This certificate
does not amend, extend or alter the coverage afforded below.**

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

HOLY CROSS DISTRICT HIGH SCHL
3617 CHURCH STREET

COVINGTON, KY 41015-0000

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

| | Type of Coverage | Certificate Number | Coverage Effective Date | Coverage Expiration Date | Limits | |
|--|--|--------------------|-------------------------|--------------------------|----------------------------|-----------|
| | Property | | | | Real & Personal Property | |
| | D. General Liability | 8547 | 12/31/2023 | 12/31/2024 | Each Occurrence | 1,000,000 |
| | <input checked="" type="checkbox"/> Occurrence | | | | General Aggregate | 2,000,000 |
| | <input type="checkbox"/> Claims Made | | | | Products-Comp/OP Agg | |
| | | | | | Personal & Adv Injury | |
| | | | | | Fire Damage (Any one fire) | |
| | | | | | Med Exp (Any one person) | |
| | Excess Liability | | | | Each Occurrence | |
| | | | | | Annual Aggregate | |
| | Other | | | | Each Occurrence | |
| | | | | | Claims Made | |
| | | | | | Annual Aggregate | |
| | | | | | Limit/Coverage | |

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends for claims arising out of Holy Cross High School's use of Scott High School facilities for the 2024-2025 swim season. Coverage only extends for the dates and times Holy Cross High School is scheduled to use the facilities.

Holder of Certificate

Additional Protected Person(s)

Kenton County Board of Education

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Paul A. Peterson

0346003420

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 Fort Thomas Independent Schools / Highlands High School hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): profit organization **X** non-profit organization/FEIN # 61-6001405

Category of user (1-5) **3** (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: Swim & DIVE practice

at the following times and dates: 2024-2025 Season : 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 KCSO 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) _____ user _____ school representative

Applicable Fees:

Rental fee: **\$25 per lane practice per hour/\$35 per board per hour/\$200 per hour meet** Rental fee total: TBD

Custodial Fee: **\$48 per hr.** (min 2 hours)

Custodial fee total: TBD

Supervisory fee: **\$35 per hr.** (min 2 hours)

Supervisory fee total: TBD

Lifeguard Fee: **\$13.86 per hour per guard**

Lifeguard fee Total: TBD

Equipment fee: 0

Equipment fee total: 0

Other fees: 0

Other fees total: 0

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: TBD

Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details: Lifeguards are required, but can be provided by the host team. Current Lifeguard certifications are required, and a copy must be provided to the Aquatics office prior to the meet. Lifeguards provided by the host must be in proper attire and are required to be seated appropriately for the duration of the event. Lifeguards can be provided at the above cost if you choose not to supply your own. The number of lifeguards required will be at the discretion of the aquatics coordinator in accordance to our current

policy. Supervision and Custodial fees will apply to any rentals outside of school time (after 9pm weekdays/weekends)

Misc. Considerations: A meet is not permitted without prior approval. Any breach of this contract could result in cancellation of the contract and/or denial of future contracts. Designated coach must be on deck with athletes at all times, and are responsible for their athletes from arrival to departure. You may not leave your athletes unattended at any time. Only your designated rental area are to be utilized during your practice time. A team roster must be submitted prior to the first practice.

Facility Use ContractName of School: Scott High School

Name of Renting Organization "User"

Fort Thomas Independent Schools / Highlands
High School

Name of "User" Representative (Print)

28 North Fort Thomas Avenue
Address

| | | |
|--------------------|-----------|--------------|
| <u>Fort Thomas</u> | <u>KY</u> | <u>41075</u> |
| City | State | Zip |

(859) 781.3333

Phone Number

jerry.wissman@fortthomas.kyschools.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.

Joey Svatba

Name

2400 Memorial Parkway

Address

859.816.6421

Telephone Number

joev.svatba@gmail.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 8TH day of October, 2024. **Contracts for recurring events expire on June 30th of the school year.**

Jerry Wissman

Signature of "User" Representative



Principal

Superintendent/designee

Review/Revised:8/7/2023



FORTTHO-01

LBAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2024

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 AssuredPartners-Bellevue/Maysville 100 E Rivercenter Blvd. Suite 800 Covington, KY 41011 | CONTACT NAME: Karen McIntosh | | |
| | PHONE (A/C, No, Ext): (859) 581-2088 | FAX (A/C, No): (859) 581-1008 | |
| | E-MAIL ADDRESS: certificate.covington@assuredpartners.com | | |
| INSURED Fort Thomas Independent 28 North Ft. Thomas Ave Ft. Thomas, KY 41075 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Bluegrass Risk Management | | |
| | INSURER B: Clearpath Insurance Company | | 16273 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER:

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 | ADOL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | BGR024-001-011 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | BGR024-001-011 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | BGR024-001-011 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WC11048585 | 7/1/2024 | 7/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | School Leaders E&O | | BGR024-001-011 | 7/1/2024 | 7/1/2025 | Limit \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Kenton County School District is named as Additional Insured in regards to General Liability as per written contract.

CERTIFICATE HOLDER

CANCELLATION

Kenton County School District
1055 Eaton Drive
Ft Wright, KY 41017

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

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 Boone County School Board hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization X non-profit organization/FEIN # _____

Category of user (1-5) 3 (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: 1 diving board for 1 hour a week during the swim & dive season the following times and dates: 2024-2025 Season : 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) _____ user _____ school representative

Applicable Fees:

Rental fee: ~~\$25 per lane practice per hour/\$35 per~~ Rental fee total: TBD
~~board per hour/\$200 per hour meet~~

Custodial Fee: \$48 per hr. (min 2 hours)

Custodial fee total: TBD

Supervisory fee: \$35 per hr. (min 2 hours)

Supervisory fee total: TBD

Lifeguard Fee: \$13.86 per hour per guard

Lifeguard fee Total: TBD

Equipment fee: 0

Equipment fee total: 0

Other fees: 0

Other fees total: 0

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: TBD

Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details: Lifeguards are required, but can be provided by the host team. Current Lifeguard certifications are required, and a copy must be provided to the Aquatics office prior to the meet. Lifeguards provided by the host must be in proper attire and are required to be seated appropriately for the duration of the event. Lifeguards can be provided at the above cost if you choose not to supply your own. The number of lifeguards required will be at the discretion of the aquatics coordinator in accordance to our current

policy. Supervision and Custodial fees will apply to any rentals outside of school time (after 9pm weekdays/weekends)

Misc. Considerations: A meet is not permitted without prior approval. Any breach of this contract could result in cancellation of the contract and/or denial of future contracts. Designated coach must be on deck with athletes at all times, and are responsible for their athletes from arrival to departure. You may not leave your athletes unattended at any time. Only your designated rental area are to be utilized during your practice time. A team roster must be submitted prior to the first practice.

Facility Use ContractName of School: Scott High SchoolBoone County Schools

Name of Renting Organization "User"

Kristina Jenny (Boone District Dive Coach)

Name of "User" Representative (Print)

8330 US 42

Address

Florence, KY 41042

City

State

Zip

(859) 816-7117

Phone Number

kristina.jenny@boone.kyschools.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 8th day of October, 2024. Contracts for recurring events expire on June 30th of the school year.



Signature of "User" Representative

Principal_____
Superintendent/designee

Review/Revised: 8/7/2023



BOONCOU-04

LBAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2024

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
AssuredPartners-Bellevue/Maysville
100 E Rivercenter Blvd. Suite 800
Covington, KY 41011

CONTACT NAME: Karen McIntosh

PHONE (A/C, No, Ext): (859) 581-2088

FAX (A/C, No): (859) 581-1008

E-MAIL ADDRESS: certificate.covington@assuredpartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Bluegrass Risk Management

INSURER B: Kentucky Employers Mutual Insurance

10320

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Boone County Board of Education
8330 US Hwy 42
Florence, KY 41042

COVERAGES

CERTIFICATE NUMBER:

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 INSR | SUBR WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|---|---------------------------------|-------------|----------------|----------------------------|----------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | | BGR024-001-027 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BGR024-001-027 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | BGR024-001-027 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | 392977 | 7/1/2024 | 7/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leased/Rented Equipment - Limit \$250,000
Liberty Mutual Insurance Companies - Policy No. YU2-Z51-293088-063 - Effective 7/1/24-7/1/25

RE: Boone County High Schools (Boone Co HS, Conner HS, Cooper HS, Ryle HS) Swim & Dive Teams Meets and Practices - Oct 1, 2024-Feb 28, 2025
Kenton County Board of Education is named as Additional Insured in regards to General Liability.

CERTIFICATE HOLDER

CANCELLATION

Kenton County Board of Education
Scott High School
5400 Old Taylor Mill Road
Taylor Mill, KY 41015

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

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 Calvary Christian Swim Team hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): profit organization X non-profit organization/FEIN # 61-1321239

Category of user (1-5) 3 (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: swim team practice

at the following times and dates: 2024-2025 Season : 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) _____ user _____ school representative

Applicable Fees:

Rental fee: **\$25 per lane practice per hour/\$35 per board per hour/\$200 per hour meet** Rental fee total: **TBD**

Custodial Fee: **\$48 per hr.** (min 2 hours)

Custodial fee total: **TBD**

Supervisory fee: **\$35 per hr.** (min 2 hours)

Supervisory fee total: **TBD**

Lifeguard Fee: **\$13.86 per hour per guard**

Lifeguard fee Total: **TBD**

Equipment fee: _____ 0 _____

Equipment fee total: _____ 0 _____

Other fees: _____ 0 _____

Other fees total: _____ 0 _____

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: **TBD**

Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details: Lifeguards are required, but can be provided by the host team. Current Lifeguard certifications are required, and a copy must be provided to the Aquatics office prior to the meet. Lifeguards provided by the host must be in proper attire and are required to be seated appropriately for the duration of the event. Lifeguards can be provided at the above cost if you choose not to supply your own. The number of lifeguards required will be at the discretion of the aquatics coordinator in accordance to our current

policy. Supervision and Custodial fees will apply to any rentals outside of school time (after 9pm weekdays/weekends)

Misc. Considerations: A meet is not permitted without prior approval. Any breach of this contract could result in cancellation of the contract and/or denial of future contracts.

Designated coach must be on deck with athletes at all times, and are responsible for their athletes from arrival to departure. You may not leave your athletes unattended at any time. Only your designated rental area are to be utilized during your practice time. A team roster must be submitted prior to the first practice.

Facility Use Contract

Name of School: Scott High School Calvary Christian Swim Team
Name of Renting Organization "User"

Jeff Heyob
Name of "User" Representative (Print)

5955 Taylor Mill Road
Address

Taylor Mill Ky. 41015
City State Zip

(859)_363-9201
Phone Number

Jeff.heyob@ccsky.org
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 8th day of October, 2024. 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)
08/28/2024

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 Cornerstone Insurance LLC 5915 Centennial Circle Florence KY 41042 | | CONTACT NAME: Patty Prather PHONE (A/C No. Ext): (859) 586-8580 FAX (A/C No.): (859) 586-8616 E-MAIL ADDRESS: patty@cornerstoneinsllc.com | |
| INSURED CALVARY BAPTIST CHURCH OF COVINGTON, KY INC CALVARY 3711 TIBBATTS ST COVINGTON KY 41015-1455 | | INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company of America INSURER B: Clearpath Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 12572 16273 | |

COVERAGES

CERTIFICATE NUMBER: 24/25

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | S 2644902 | 03/01/2024 | 03/01/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | S 2644902 | 03/01/2024 | 03/01/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | S 2644902 | 03/01/2024 | 03/01/2025 | EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC10993408 | 03/01/2024 | 03/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Scott High School 5400 Old Taylor Mill Rd. Taylor Mill KY 41015 | 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 [Signature] |
|---|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.