

DATE:

October 22, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with NKY Fury softball team for use of the Summit View Academy gymnasium, baseball/football area and parking for conditioning on various dates during non-school hours in 2024-25 school year.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The NKY Fury is a local AAU softball team that would like to condition/practice on the Summit View Academy campus for 2024-25 season. The team consists mostly of KCSD middle school students.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with NKY Fury softball team for use of the Summit View Academy gymnasium, baseball/football area and parking for conditioning on various dates during non-school hours in 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 NKY Fury Softball 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) 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: gym, football field, parking lots

at the following times and dates: Dec 2024 - May 2025 TH or Fri subject to the following terms and conditions: 7:00-9:00

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) SP user _____ 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 Contract

Name of School: SVA NKY FURY 08
Name of Renting Organization "User"
Christie Jones
Name of "User" Representative (Print)
3291 Woodlyn Hills Dr
Address
Elmanger KY 41018
City State Zip
502 525-1642
Phone Number
nkylfury@gmail.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.

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 4TH day of November, 2024. Contracts for recurring events expire on June 30th of the school year.

Christie Jones
Signature of "User" Representative

[Signature]
Principal

Superintendent/designee

Review/Revised:8/7/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2024

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

NKY FURY 08
3291 Woodlyn Hills Dr
Erlanger, KY 41018

(1)Team Name(s): NKY FURY 08
Age Group: 16U.

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: SiriusPoint America Insurance Company

38776

INSURER B: Axis Insurance Company

37273

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

NS-SB-833-000639

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		X		PLH01GL00001951	08/01/2024 12:01 AM	08/01/2025 12:01 AM	EACH OCCURRENCE	\$ 2,000,000			
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
	<input type="checkbox"/>								MED EXP (Any one person)	\$			
	<input type="checkbox"/>								PERSONAL & ADV INJURY	\$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 5,000,000			
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>						PROJECT	<input type="checkbox"/>	LOC	PRODUCTS-COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>	OTHER:							Participant Legal Liability	\$ 1,000,000			
	<input type="checkbox"/>								EACH OCCURRENCE	\$			
	<input type="checkbox"/>								AGGREGATE	\$			
	<input type="checkbox"/>									\$			
B	<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR		SRPO187021-00	08/01/2024 12:01 AM	08/01/2025 12:01 AM	EACH OCCURRENCE	\$			
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE					AGGREGATE	\$			
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION						\$			
	<input type="checkbox"/>												
B	PARTICIPANT ACCIDENT					SRPO187021-00	08/01/2024 12:01 AM	08/01/2025 12:01 AM	EXCESS MEDICAL	\$ 100,000			
									DEDUCTIBLE	\$ \$1,000.00			

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

The certificate holder listed below is an additional insured with respect to the operations of the named insured. This insurance covers one (1) team only with maximum of 20 players per team for Softball.

Coverage Effective From 10:04 AM on 08/02/2024 TO 08/01/2025**CERTIFICATE HOLDER****CANCELLATION**

Kenton County Board of Education
1055 Eaton Drive
Fort 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

Certificate Number: NS-SB-833-000639

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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.