



Issue Paper

| It's about *ALL* kids.

DATE:

October 28, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility Contract with Palmer Panthers for the use of Piner Elementary on various dates throughout the 2024-2025 school year.

APPLICABLE BOARD POLICY:

05.3 - Community Use of Facility

HISTORY/BACKGROUND:

Palmer Panthers basketball team a non-profit organization that prides itself on providing a fun, safe, and positive basketball atmosphere. The game of basketball provides unique opportunities for our children to grow both physically and emotionally.

FISCAL/BUDGETARY IMPACT:

\$0

RECOMMENDATION:

Approval to Community Use Facility contract with Palmer Panthers for use of Piner Elementary on various dates during the 2024-2025 school year..

CONTACT PERSON:

Emily Thompson, Principal


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 Palmer Panthers hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization X non-profit organization/FEIN # 43-2107296

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: Pines Gymnasium

at the following times and dates: Fridays - NonSchool Time 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) 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: Piner Elementary Jeremy Palmer / Panthers
 Name of Renting Organization "User"

Jeremy Palmer
 Name of "User" Representative (Print)

818 Bagby rd
 Address

Crittenden KY 41030
 City State Zip

(513) 623-8870
 Phone Number

jpalmerconstruction@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 2nd day of December, 2024. Contracts for recurring events expire on June 30th of the school year.

[Signature]
 Signature of "User" Representative

[Signature]
 Principal

 Superintendent/designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05-20-2024

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 endorsements.

PRODUCER Progressive Advantage Agency 360 N Commons Blvd. Mayfield Village, OH 44143		CONTACT NAME: P. J. BOP, Jr., Team PHONE: (414) No. Ext: 1-888-426-7084 E-MAIL: BOPService@progressive.com ADDRESS: BOPService@progressive.com		FAX (414) No.
INSURED Palmer, Jeremy 15230 DIXIE HWY CRITTENDEN, KY 41030		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Marine Insurance Company (1177) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 614849699256373901D052024T220729 **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 WSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Businessowner Policy GEN AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER	Y	N	FG95445C2743	02-16-2024 02-16-2025	EACH OCCURRENCE WAIVER TO RENEWED PREMIUMS (10% discount) NET EXP. Any one person \$100,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP OF AGG \$1,000,000 UMBRELLA \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY (SCHEDULED AD/CS) HIRED AUTOS ONLY (NON-OWNED AD/CS) UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE RETENTION \$					COVERED MEDICAL COSTS (per accident) BODILY INJURY (per accident) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident) EACH OCCURRENCE \$ AGGREGATE \$
	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/A			PER-EMPLOYEE \$ E - EACH ACCIDENT \$ E - DISEASE - EA EMPLOYEE \$ E - DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is an additional insured on the Progressive Businessowner Policy. I requested, written contract per Bankers Additional insured endorsement.

CERTIFICATE HOLDER

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

Mark P. Smith

ACORD 25 (2016/03)

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