

DATE:

February 12, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Kenton County Youth Sports for use of the Scott High School auxiliary gymnasium on various days during 2024-25 school year. Times and dates will be coordinated by the Athletic Director.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Kenton County Youth Sports is a family-oriented volunteer organization that offers youth baseball for a variety of age levels and abilities.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with Kenton County Youth Sports for use of the Scott High School auxiliary gymnasium on various days during 2024-25 school year. Times and dates will be coordinated by the Athletic Director.

CONTACT PERSON:

Matt Wilhoite



Principal/Administrator



District Administrator



Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

Facility Use Contract

This agreement made by and between the Kenton County Board of Education, the school Principal, and the Superintendent/designee authorized so to act by direction of the Board of Education and KCYS Baseball hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization ☒ non-profit organization/FEIN # 31-0922226

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: Scott H.S. auxiliary gymnasium
(Monday - Friday) School Day/Time Fees apply
at the following times and dates: various dates during 24-25 year 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) KH 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:**

Evening Custodial will provide support

Misc. Considerations:

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

Facility Use Contract

Name of School: Scott Kenton County Youth Sports
Name of Renting Organization "User"
Kevin Hall
Name of "User" Representative (Print)
4790 Oliver Rd
Address
Independence KY 41051
City State Zip
(513) 277-1165
Phone Number
keys boysbaseball@yahoo.co
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 3 day of Nov, 20 25. Contracts for recurring events expire on June 30th of the school year.

K Hall
Signature of "User" Representative

Cody Wolf
Principal

Superintendent/designee

Review/Revised:8/7/202



CERTIFICATE OF LIABILITY INSURANCE

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 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
Henry P. Zimmer Insurance Agency, Inc.
2148 Gilbert Avenue

CONTACT NAME: Deborah McCarty
PHONE: (513) 381-1919
FAX: (513) 381-1919
E-MAIL: dmccarty@zimmerinsurance.com

Cincinnati OH 45206

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Insurance		10677
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Kenton County Youth Sports
P.O. Box 613

Independence KY 41051

COVERAGES

CERTIFICATE NUMBER: CL2251107201

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	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	EXPD140566	4/17/2022	6/17/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (See Schedule)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> OTHER					NON-RETAINED AUTO	\$ 1,000,000
						COMBINED SINGLE LIMIT (See Schedule)	\$
C	AUTOMOBILE LIABILITY					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					PROPERTY DAMAGE (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
D	UMBRELLA LIAB					EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE	\$
	<input type="checkbox"/> DFD <input type="checkbox"/> RETENTION					PER POLICY	\$
						OTHER	\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured with regard to General Liability.

CERTIFICATE HOLDER

Kenton County Board of Education
1055 Zaton 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

O'Donne LL/DMOGAR