

FLOYD COUNTY BOARD OF EDUCATION  
Tonya Williams, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
www.floyd.kyschools.us

William Newsome, Jr., Board Chair - District 3  
Linda C. Gearheart, Vice-Chair - District 1  
Dr. Chandra Varia, Member - District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

**Consent Agenda Item (Action Item):**

Hi Hat Raiders would like to request the use of South Floyd Elementary gym for the purpose of practicing basketball and to host games with other AAU groups.

**Applicable State or Regulations:**

Board Policy 05.3 Community Use of School Facility.

**Fiscal/Budgetary Impact:**

No budgetary impact to school or district.

**History/Background:**

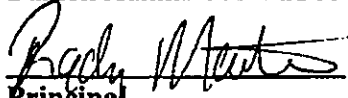
Hi Hat Raiders is a team made up of Floyd County boys basketball players wishing to continue to grow and learn the game of basketball. In order to continue to grow, coaches will use SFES gym to help players continue to practice and develop skills.

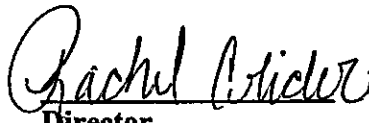
**Recommended Action:**

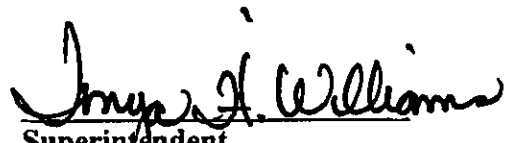
Approve request for facility use by Hi Hat Raiders.

**Contact Person(s):**

Damon Adkins-6064222814

  
Principal

  
Director

  
Superintendent

**Date:**

3/11/2025

**Application and Agreement for Use of District Property**

***NOTE: Please complete this form in duplicate and submit both copies to the Central Office designee for approval. If the application is approved, one (1) copy of the signed agreement will be returned to the using organization along with a contract prepared by the Board attorney. The contract shall be signed by the designated representative of the using organization and returned to the Central Office designee. If the application is not approved, both copies will be returned.***

Name of Sponsoring Organization/Activity <u>H: Hat Rabbers</u>		Telephone <u>606-422-2814</u>
Representative's Name <u>Damon Adams</u>		
Address <u>1720 Bucks Branch</u>		
The above organization/individual requests the use of:		
<input type="checkbox"/> auditorium <input checked="" type="checkbox"/> gymnasium <input type="checkbox"/> dining room/kitchen <input type="checkbox"/> stadium <input type="checkbox"/> classroom(s) _____ <input type="checkbox"/> other, specify _____		
Is the organization planning to use District-owned equipment? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, specify equipment <u>Standards for Basketball</u> Operator's Name _____		
Is the organization planning to conduct sales on school premises? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
If yes, give a complete description of what is being sold and how the proceeds will be used. _____		
Building/school/facility <u>South Floyd Elementary / Gymnasium</u>		
Purpose <u>Basketball Game</u>		
Date(s) requested <u>3/14</u>	Time(s) Requested <u>7pm - 10pm</u>	

- Will public be admitted?             YES  NO
- Will advertisement(s) be used?       YES  NO
- Will admission be charged?           YES  NO

**When using school facilities, this organization agrees to observe the following:**

1. To schedule with the building Principal the time(s) District property is to be used. It is understood that the Superintendent/designee may cancel the use of the room or building at any time such use interferes with regular school activities.
2. To be legally responsible for any and all damage to individuals and school equipment, building(s), grounds, or facilities, resulting from use by the organization. To this end, the organization will procure sufficient liability insurance to indemnify the Board, school officers and employees for any injuries or property damage which might occur during the organization's use of the facilities. This insurance shall contain limits of \$1,000,000 for bodily injury and \$10,000 for property damage. A copy of the organization's insurance certificate shall be filed with the Board prior to the date the organization uses the building. The Board shall require the renting organization to assume all liability for injury to individuals by reason of the lease of Board property and that the organization indemnify and save harmless the Board from any loss or damage thereby.
3. To provide appropriate equipment for the use of District property. When gymnasiums are used, the organization agrees to permit on the gym floor only those persons wearing shoes that will not mark the floor.
4. To abide by the requirements of Board Policies 05.3 and 05.31 (see attached). Disregard of the rules and regulations governing the use of the school buildings, equipment and facilities shall result in the refusal of the Board to grant the offending organization further use.
5. To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

6. **CPR and AED training certification is mandated and required for CCPS facility rental.** The rental party must provide an updated and current documentation of this certification. A copy of this documentation must be made and attached to the completed rental agreement.
7. **If use of the AED is required, the rental party will be required to compensate CCPS for any cost incurred.** This may include:
  - a. Any damage to the unit
  - b. Cost of replacing adult and/or pediatric pads
  - c. Cost of replenishing rescue kit.
8. **A diagram of the AED location for the rental site will be provided to individual and/or group renting the CCPS facility.**
  - a. Rental of the Stadium of Champions Football field, Track, and/or Soccer fields will require the rental party to request use of a CCPS Mobile AED unit. Potential costs are listed above.

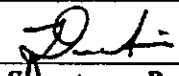

**Application and Agreement for Use of District Property**

**FEE SCHEDULE**

The organization agrees to pay the applicable fee(s) for the use of District facilities.

	# of Employees Required	# of Hours	Hourly Rate (Overtime at 1.5 times)	Total
Custodians				
Food Service Employees				
Supervisory Personnel				
Other _____				
<b>TOTAL PERSONNEL CHARGE</b>				

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use
Gymnasium at <u>South Floyd Elementary</u> school				
Auditorium at _____ school				
Cafeteria - Dining Room Kitchen Both at _____ school				
Classroom(s) Number _____ at _____ school				
Stadium at _____ school				
Other Property at _____ school				

  
 \_\_\_\_\_  
 Signature - Representative of User Group  
  
 \_\_\_\_\_  
 Signature - Superintendent/designee

3/11/25  
 \_\_\_\_\_  
 Date  
3/12/25  
 \_\_\_\_\_  
 Date

IN THE EVENT SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS, ALL SCHEDULED ACTIVITIES, WITH THE EXCEPTION OF DINNER MEETINGS, WILL BE CANCELED AND OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(S) WILL BE MADE.

**Application and Agreement for Use of District Property**

<b>For Office Use Only - To be Completed by School Official</b>		
Cost for use of District property \$ _____	Cost for school employee \$ _____	Total cost \$ _____
Deposit \$ _____	Is deposit refundable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Deposit Received _____	Balance Due \$ _____	
Board employee(s) assigned: _____		
Board Action Date, if applicable _____	Board Order # _____	

Review/Revised:8/25/11



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**03/10/2025**

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).

<b>PRODUCER</b> SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	<b>CONTACT NAME:</b> Sports Dept <b>PHONE (A/C, No. Ext):</b> 800-622-7370   <b>FAX (A/C, No):</b> 803-256-4017 <b>E-MAIL ADDRESS:</b> soda@sadlersports.com	
	<b>PRODUCER CUSTOMER ID#:</b>	
<b>INSURED</b> D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSOCIATION Hi Hat Raiders 92 Burton Hill Bypro, KY 41612 Club #: C.104360	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> State National Insurance Company	12831
	<b>INSURER B:</b> SeriousPoint America Company	38776
	<b>INSURER C:</b> <b>INSURER D:</b>	

**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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			OVE-0000286-01	12:46PM ET 03/10/2025	12:01AM ET 03/10/2026	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MEDICAL EXPENSES (other than participants)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS- COMP/ OP AGG	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
							COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS			n/a	n/a	n/a	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> SEXUAL ABUSE / MOLESTATION			n/a	n/a	n/a	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			n/a	n/a	n/a	EACH OCCURRENCE	n/a
							AGGREGATE	n/a
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUE	
							<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EOMPLOYEE	
B	<b>PARTICIPANT ACCIDENT</b>			PHSA-BAMH-10089-23-C.104360	12:46PM ET 03/10/2025	12:01AM ET 03/10/2026	EXCESS MEDICAL	\$100,000
							AD&D	\$10,000

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

RE: COVERED Team(s) - Youth - Accident & General Liability  
Basketball - 1 Team(s) - [Maximum 18 players per team]

Team Names:  
 • Basketball Teams: Hi Hat Raiders

(Accident Package Youth Team: \$100,000 Excess Medical; \$10,000 Accidental Death or Dismemberment; \$250 per claim deductible)  
 (General Liability Package Youth Team: \$2,000,000 Each Occurrence; \$1,000,000 Participant Legal Liability Sublimit; \$1,000,000 Neurodegenerative Sublimit; Waiver/ Release Required)

**CERTIFICATE HOLDER** **CANCELLATION**

<b>EVIDENCE OF COVERAGE</b>	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 (company A) 

Sadler Sports: SODA

AUTHORIZED REPRESENTATIVE (company B)

*John S. Sadler*

Coverage is only extended to U.S. events and activities

\*\*NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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