

**DATE:**

March 20, 2025

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community use Facility contract with Villa Hills Longhorns for use of the Dixie Heights High School baseball and softball fields on various dates for 2024-25 school year.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Villa Hills Longhorns Athletic Association is a local youth organization that is requesting to use the Dixie Heights High School baseball and softball fields for practice and competitions.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval Community use Facility contract with Villa Hills Longhorns for use of the Dixie Heights High School baseball and softball fields on various dates for 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 Villa Hills Longhorns Athletic Assn. hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): \_\_\_\_\_ profit organization X non-profit organization/FEIN # 47-5527112

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: Baseball and Softball Fields

Non School Day/Time Fees apply for Saturday + Sundays

at the following times and dates: Various dates during the 2024/25 school 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) AW user [Signature] school representative

**Applicable Fees:**

Rental fee: \$75.00	per hr. (min 2 hours)	Rental fee total: \$150.00
Custodial fee: \$48.00	per hr. (min 2 hours)	Custodial fee total: \$96.00
Supervisory fee: \$35.00	per hr. (min 2 hours)	Supervisory fee total: \$70.00
Equipment fee: N/A		Equipment fee total: N/A
Other fees: N/A		Other fees total: \$316.00

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:** \$316.00 **Deposit:** N/A

**Checks are payable to Kenton County Board of Education**

**Supervision/Custodial Support Details:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Misc. Considerations:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of School: Dixie Heights H.S. Villa Hills Longhorns Athletic Assn.  
Name of Renting Organization "User"  
Andrew Wise  
Name of "User" Representative (Print)  
806 Flourney Ct.  
Address  
Crescent Springs, KY 4101  
City State Zip  
( 859 ) 391-9614  
Phone Number  
andrew.wise@kenton.kyshcools.us  
E-Mail Address

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_ hands this 14<sup>th</sup> day of April  
a June 30<sup>th</sup> of the school year.  
Kop Schuyt  
Principal

Review/Revised:8/7/2023

## Sadler Sports: Amateur Teams / Leagues Insurance Plan



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/12/2025

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).

PRODUCER  
SADLER & COMPANY, INC.  
P.O. BOX 5866  
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept

PHONE (A/C, No. Ext): 803-622-7370 | FAX (A/C, No): 803-256-4017

E-MAIL ADDRESS: amateur@sadlersports.com

PRODUCER CUSTOMER ID#:

INSURED  
Villa Hills Longhorns Athletic Association  
806 Flourney Court  
Crescent Springs, KY 41017

Application ID: 444714

A Member of the Sports, Leisure &amp; Entertainment RPG

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AIG Specialty Insurance Company

26863

INSURER B:

INSURER C:

INSURER D:

## 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	X		9YAPG0001334486100	12:01:00 AM ET 02/28/2025	12:01AM ET 02/28/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE (other than Products - completed Operations) \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS (not provided while in Hawaii) <input checked="" type="checkbox"/> NON- OWNED AUTOS (not provided while in Hawaii)			9YAPG0001334486100	12:01:00 AM ET 02/28/2025	12:01AM ET 02/28/2026	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<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						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE Y/N OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>MEDICAL PAYMENTS TO PARTICIPANTS</b>			9YAPG0001334486100	12:01:00 AM ET 02/28/2025	12:01AM ET 02/28/2026	EXCESS MEDICAL \$100,000 AD&D NONE DEDUCTIBLE \$100

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

**RE: COVERED SPORTS** Baseball 12 & Under, Baseball 13-15, Baseball 16-19, Softball 12 & Under, Softball 13-15, TBall 12 & Under,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

High Risk Sports - For Duck/ Floor/ Field/ Street Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under); Soccer (age 19 & under); Water Hockey (age 19 & under); Wrestling (age 19 & under); and Umpire/Referee Associations for the above High Risk Concussion Sports. Limited Coverage for "Brain Injury" endorsement applies- Brain Injury Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate; Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

## CERTIFICATE HOLDER

## CANCELLATION

RELATIONSHIP:  
Property Owner/ Lessor

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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

AUTHORIZED REPRESENTATIVE

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

\*\* NOTICE TO TEXAS INSURED: 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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