

DATE:

July 11, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with South Kenton Nittany Lions for use of the Simon Kenton High School practice field on various dates in 2025-26 school year during non-school time. Times and dates will be coordinated with the Athletic Director.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The South Kenton Nittany Lions is a local youth organization that provides boys and girls who will attend Simon Kenton High School opportunities to participate in football and cheerleading.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with South Kenton Nittany Lions for use the Simon Kenton High School practice field on various dates in 2025-26 school year during non-school time. Times and dates will be coordinated with 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 South Kenton Nitro City Lims hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): ☐ profit organization ☒ non-profit organization/FEIN # 61-1223690

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: practice field referred to as "the pit"

Non School Day/Time Fees apply for Saturday + Sundays
at the following times and dates: Various dates/times throughout 2024-26 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.

SCHOOL FACILITIES 05.3 AP.1 (CONTINUED)

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) TP user TR school representative

Applicable Fees: see below

Rental fee: \$300 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: TBD Deposit: _____ Checks are
payable to Kenton County Board of Education

Supervision/Custodial Support Details:

Misc. Considerations:

Due to weather and our programs using the practice field, the dates/times will be varied. The A.D. will keep track of usage and bill on Nov. 1, 2025.

Facility Use Contract

Name of School: SIMON KENTON H.S. SOUTH KENTON NITRAM LIONS
Name of Renting Organization "User"

TIM PIERSON
Name of "User" Representative (Print)

1370 LIVEOAK CT
Address

INDEPENDENCE KY 41051
City State Zip

(859) 652-1261
Phone Number

tim.p1028@yahoo.com
E-Mail Address

If the responsible individual is other than the "User" whose signature appears on this page below, please identify that individual. The responsible individual will be in attendance during the entire use of the 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 August, 2025. Contracts for recurring events expire on June 30th of the school year.

[Signature]

Signature of "User" Representative Principal

Superintendent/designee

Review/Revised: 8/7/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2025

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 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 DG Agency 3825 Edwards Rd Suite 620 Cincinnati OH 45209	CONTACT NAME: Damian Gilchrist PHONE: (513) 818-1923 FAX: (513) 695-8906 EMAIL: damian@gilchrist-agency.com ADDRESS: damian@gilchrist-agency.com
INSURED South Kenton Military Lions P.O. BOX 629 INDEPENDENCE KY 41051-0629	INSURER(S) AFFORDING COVERAGE INSURER A: ERIE INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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.

LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR SOL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	001-0125973	08/03/2024	08/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Per one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIA EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> RETENTION \$ PRODUCERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROHIBITION PARTISAN EXCLUSIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in KY) If yes, describe cover: DESCRIPTION OF OPERATIONS below				EACH OCCURRENCE \$ AGGREGATE \$ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - SA-EMPLOYEE \$ 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 kenton county board of education 1055 easton dr Fort 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 Damian Gilchrist
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