

DATE:

September 15, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with Kings Hammer Soccer Club for use of the Dixie Heights High School, Scott High School, and Simon Kenton High School stadiums for soccer practices and competitions during the 2025-26 school year during non-school hours. Times and dates will be coordinated with the Athletic Directors.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Kings Hammer Soccer Club provides soccer and educational opportunities to young players of all ages and abilities to create a lifelong passion for the sport.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with Kings Hammer Soccer Club for use of the Dixie Heights High School, Scott High School, and Simon Kenton High school stadiums for soccer practices and competitions during the 2025-26 school year during non-school hours. Times and dates will be coordinated with the Athletic Directors.

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 Kings Hammer Soccer hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization X non-profit organization/FEIN # 31-1213703

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: Dixie Heights, Scott and Simon Kenton Stadium and Practice Aresas

at the following times and dates: Various Dates during the 2025-2026 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) RBB user _____ school representative

Applicable Fees:

Rental fee: \$400 per day _____ per hr. (min 2 hours)	Rental fee total: _____ TBD
Custodial fee: Hourly Rate _____ per hr. (min 2 hours)	Custodial fee total: _____ TBD
Supervisory fee: Hourly Rate _____ per hr. (min 2 hours)	Supervisory fee total: _____ TBD
Equipment fee: _____ n/a	Equipment fee total: _____ TBD
Other fees: _____ n/a	Other fees total: _____ TBD

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: _____ n/a

Checks are payable to Kenton County Board of Education**Supervision/Custodial Support Details:**

There will be a custodian and/or supervisor on campus for the entire event. Cost will be determined after dates and hour of the events. KHA is responsible for any damage to the facility

Misc. Considerations:

05.3 AP.1
(CONTINUED)

Name of School: Dixie Heights H.S.

Name of Renting Organization "User"

Name of "User" Representative (Print)

Address

City

State

Zip

Phone Number

E-Mail Address

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 6th day of October 20 25. Contracts for recurring events expire on June 30th of the school year.

Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised: 8/7/2023

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

Facility Use Contract

Name of School: Scott H.S.

Kings Hammer Soccer Club

Name of Renting Organization "User":

Robert B. Budde

Name of "User" Representative (Print)

50 E. Rivercenter Blvd. Ste. 150

Address

Covington, KY 41011

City State Zip

(513) 535-3833

Phone Number

bobby@kingshammer.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 6th day of October 20 25. Contracts for recurring events expire on June 30th of the school year.

[Signature]
Signature of "User" Representative

[Signature]
Principal

[Signature]
Superintendent/designee

Review/Revised: 8/7/2025

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

Facility Use Contract

Name of School: Simon Kenton H.S.

Kings Hammer Soccer Club

Name of Renting Organization "User"

Robert B. Budde

Name of "User" Representative (Print)

50 E. Rivercenter Blvd. Ste. 150

Address

Covington, KY 41011

City State Zip

(513) 585-3831

Phone Number

bobby@kingshammer.com

E-Mail Address

If responsible individual is other than 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

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Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised: 8/7/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2025

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 LIC #40558248 Player's Health Cover USA Inc. Lifetime Work Edina 200 Southdale Center Edina MN 55435		CONTACT NAME: PHONE (A/C, No, Ext): 612-345-9683 E-MAIL: certificates@playershealth.com FAX (A/C, No):																					
INSURED Kentucky Youth Soccer Association 158 Constitution Street Lexington KY 40507		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER B:</td><td>Everst National Insurance Company</td><td>10120</td></tr><tr><td>INSURER C:</td><td>HDI Global Specialty SE</td><td>16131</td></tr><tr><td>INSURER D:</td><td>Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Everest National Insurance Company	10120	INSURER B:	Everst National Insurance Company	10120	INSURER C:	HDI Global Specialty SE	16131	INSURER D:	Great American Insurance Company	16691	INSURER E:			INSURER F:		
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INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 237905

REVISION NUMBER: 1

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	GCN0012783-251	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ EXCLUDED					
	PERSONAL & ADV INJURY \$ 1,000,000					
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		GCN0012783-251	9/1/2025	9/1/2026	GENERAL AGGREGATE \$ 5,000,000
	PRODUCTS - COMP/OP AGG \$ 1,000,000					
	PARTICIPANT LEGAL LIAB \$ 1,000,000					
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000					
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0		25QS1252	9/1/2025	9/1/2026	BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	AGGREGATE \$ 5,000,000					
D	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 <input type="checkbox"/> N/A	BSR-E880183-04	9/1/2025	9/1/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$
	E.L. DISEASE - EA EMPLOYEE \$					
	E.L. DISEASE - POLICY LIMIT \$					
	PER INJURY LIMIT \$ 300,000					

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

Certificate issued for sanctioned activities of the state soccer association.

Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of:

Kings Hammer Soccer Club, LLC

Kings Hammer Soccer Programming

CERTIFICATE HOLDER**CANCELLATION**

Kentön County Board of Education

1055 Eaton Drive
Fort Wright

KY 41017

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

Don Pullen

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