

DATE:

September 15, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with the Dixie Heights Athletic Boosters for use of the Dixie Heights High School, Turkey Foot Middle School, River Ridge Elementary, Caywood Elementary, and Ft. Wright Elementary gymnasiums on various dates during non-school time during 2025-26 school year

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The Dixie Heights Athletic Boosters run a winter youth basketball league and a summer youth athletic camp that have become staples of the community. The league and camp provide a fun atmosphere and an opportunity for hundreds of kids to learn fundamentals, receive instruction, and play basketball.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval to Community Use Facility contract with the Dixie Heights Athletic Boosters for use of the Dixie Heights High School, Turkey Foot Middle School, River Ridge Elementary, Caywood Elementary, and Ft. Wright Elementary gymnasiums on various dates during non-school time during 2025-26 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.

SCHOOL FACILITIES

05.3 AP.1
(CONTINUED)

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 Dixie Heights Athletics Boosters Club Inc. hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): _____ profit organization X non-profit organization/FEIN # 611043412

Category of user (1-5) 2 (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 Main Gym and AUX Gym

River Ridge Gym, Caywood Gym and Turkey Foot Gym + Ft Wright Elementary

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 KCSO 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) BS user MM school representative

Applicable Fees:

Rental fee: <u>\$150 per day</u> per hr. (min 2 hours)	Rental fee total: <u>TBD</u>
Custodial fee: <u>n/a</u> per hr. (min 2 hours)	Custodial fee total: <u>n/a</u>
Supervisory fee: <u>n/a</u> per hr. (min 2 hours)	Supervisory fee total: <u>n/a</u>
Equipment fee: <u>n/a</u>	Equipment fee total: <u>n/a</u>
Other fees: <u>n/a</u>	Other fees total: <u>n/a</u>

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 EducationSupervision/Custodial Support Details:

Supervision and Custodial fees will be waived and DHHS Boys Basketball will be responsible for supervision

and cleaning up after every event. Failure to maintain the facility will result in a custodial fee of \$48 per hour

for clean up. Dixie Heights Athletic Boosters are responsible for and damage to facilities.

Misc. Considerations:

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05.3 AP.1
(CONTINUED)

Name of School: Turkey Fool

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

05.3 AP.1
(CONTINUED)

Name of School: River Ridge Elem.

Dixie Heights Athletics Boosters Club Inc.

Name of Renting Organization "User"

Courtney Shattuck

Name of "User" Representative (Print)

3010 Dixie Hwy

Address

Edgewood, KY 41017

City

State

Zip

(859) 250-5648

Phone Number

ckishel@hotmail.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 _____

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

05.3 AP.1
(CONTINUED)

Name of School: Caywood Elem.

Dixie Heights Athletics Boosters Club Inc.

Name of Renting Organization "User"

Courtney Shattuck

Name of "User" Representative (Print)

3010 Dixie Hwy

Address

Edgewood, KY 41017

City _____ State _____ Zip _____

(859) 250-5648

Phone Number

ckishel@hotmail.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 of "User" Representative

Principa

Superintendent/designee

Review/Revised:8/7/2023

05.3 AP.1
(CONTINUED)

Name of School: Ft. Wright Elementary

Dixie Heights Athletics Boosters Club Inc.

Name of Renting Organization "User"

Courtney Shalluck

Name of "User" Representative (Print)

3010 Dixie Hwy

Address

Edgewood, KY 41017

City

State

Zip

(859) 250-5648

Phone Number

ckishel@hotmail.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 _____

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 26TH day of October 2026. Contracts for recurring events expire on June 30th of the school year.

Signature of "User" Representative

Principal

Superintendent/designee

Review/Revised: 8/7/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2025

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		CONTACT	
Independence Insurance Inc.		NAME: John Barnes	
7000 Houston Rd		PHONE (A/C, No, Ext): (859) 341-7341	FAX (A/C, No): (859) 341-0212
Suite 26		E-MAIL: john@ind-ins.com	
Florence KY 41042		INSURER(S) AFFORDING COVERAGE	
		INSURER A : ERIE INS CO	
		NAIC # 26263	
INSURED		INSURER B :	
Dixie Heights Athletic Boosters		INSURER C :	
3010 DIXIE HWY		INSURER D :	
		INSURER E :	
COVINGTON KY 41017-2334		INSURER F :	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Q61-0448173	08/19/2025	08/19/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA 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**CANCELLATION**

Kenton County School District 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

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