

Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

February 5, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve Community Use Facility contract with the 2 Out Storm Softball Club for use of the Scott High School fieldhouse on various dates in 2025-26 school year during non-school hours.

APPLICABLE BOARD POLICY:

05.3 Community Use of Facility

HISTORY/BACKGROUND:

The 2 Out Storm Softball Club is a local youth AAU organization that requests to practice/condition at Scott High School.

FISCAL/BUDGETARY IMPACT:

None

RECOMMENDATION:

Approval Community Use Facility contract with the 2 Out Storm Softball Club for use of the Scott High School fieldhouse on various dates in 2025-26 school year during non-school hours.

CONTACT PERSON:

Matt Wilhoite

M Wilhoite

Principal/Administrator

Trina Harvey

District Administrator

[Signature]

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 204 SW 5th St hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): profit organization non-profit organization/FEIN # 26-4185640

Category of user (1-5) III (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: Fieldhouse - Various Dates 2025-26

Non School Day/Time Fees apply for Saturday + Sunday
at the following times and dates: Sundays, 1-3pm 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, unless otherwise approved by the Superintendent/designee.
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) bhw user bhw school representative

Applicable Fees:

Rental fee: <u> \$100 </u> per hr. (min 2 hours)	Rental fee total: <u> \$200 per day </u>
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: _____ Deposit: _____

Checks are payable to Kenton County Board of Education

Supervision/Custodial Support Details:

 No custodial needed Softball Staff will supervise

Misc. Considerations:

Facility Use Contract

Name of School: Scott High 2 out storm (softball)
Name of Renting Organization "User"

Randy Warren
Name of "User" Representative (Print)

7250 Cross Rd
Address

Avon IN 47001
City State Zip

(513) 307-7860
Phone Number

rwarren@stelterbringer.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 2 day of March 2026. Contracts for recurring events expire on June 30th of the school year.

[Signature]
Signature of "User" Representative

[Signature]
Principal

Superintendent/designee

Review/Revised: 7/7/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/05/2026

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 Chappell Insurance 4335 Cox Rd, Ste 4335 Glen Allen, VA, 23060	CONTACT NAME: Daryl Chappell		
	PHONE (A/C, No. Ex): 804-733-2020	FAX (A/C, No): 804-591-1603	
	E-MAIL ADDRESS: support@chappellinsurance.com		
INSURED 2 Out Storm 7250 Cross Road Aurora, IN 47001 (1) Team Name(s): 2 Out Storm Age Group: 18U	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: StrivePoint America Insurance Company		38776
	INSURER B: Axis Insurance Company		37273
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: NS-SB-3-000839 REVISION NUMBER:

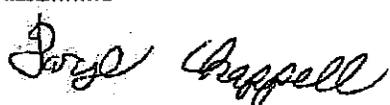
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	FLH03GL0000691	01/01/2026 12:01 AM	01/01/2027 12:01 AM	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS-COMP/OP AGG \$ 2,000,000
						Participant Legal Liability \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION					\$
B	PARTICIPANT ACCIDENT		SRPO188416-00	01/01/2026 12:01 AM	01/01/2027 12:01 AM	EXCESS MEDICAL \$ 100,000 DEDUCTIBLE \$ 250.00

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

The certificate holder listed below is an additional insured with respect to the operations of the named insured. This insurance covers one (1) team only with maximum of 20 players per team for Softball.

Coverage Effective From 10:54 AM on 01/05/2026 TO 01/01/2027

CERTIFICATE HOLDER Kenton County School District 1055 Eaton Drive Fort Wright, KY 41017 Certificate Number: NS-SB-3-000839	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 

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ACORD 25 (2016/03)

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Notice to Texas Insureds: The insurer for the purchasing group may not be covered by an insurance insolvency guarantee fund or similar mechanism and the insurer of the group is not subject to all the insurance laws and regulations of this state.