



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

# Issue Paper

**DATE:**

March 10, 2026

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Community Use Facility contract with Independence Soccer Club for use of the Whites Tower parking lot and lower playground space on various days during 2025-26 school year. Times and dates will be coordinated by the Activity Director.

**APPLICABLE BOARD POLICY:**

05.3 Community Use of Facility

**HISTORY/BACKGROUND:**

The Independence Soccer Club is a local youth club that wants to promote the growth and appreciation for the game by provided opportunities to participate on soccer teams.

**FISCAL/BUDGETARY IMPACT:**

None

**RECOMMENDATION:**

Approval Community Use Facility contract with Independence Soccer Club for use of the Whites Tower parking lot and lower playground space on various days during 2025-26 school year. Times and dates will be coordinated by the Activity Director.

**CONTACT PERSON:**

Matt Wilhoite

M. Wilhoite  
Principal/Administrator

Travis Harney  
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 Independence Soccer Club hereinafter referred to as "user" of the school facilities hereinafter described. The user is a: (Check One): \_\_\_\_\_ profit organization X non-profit organization/FEIN # 71-0964101

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: Whites Tower - Parking lot + playground

Non School time / Day fees apply for Saturday + Sunday  
at the following times and dates: Various Dates during 2025-26 yr. 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 KCS D 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) JW user DR school representative

**Applicable Fees:**

Rental fee: <u>TBD</u> 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:**

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

**Facility Use Contract**

Name of School: Whites Tower Independence Soccer Club  
 Name of Renting Organization "User"  
Justin Wiethalter  
 Name of "User" Representative (Print)  
10221 Highmeadow lane  
 Address  
Independence KY 41051  
 City State Zip  
(857) 462-8611  
 Phone Number  
wietsports@gmail.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.

Adam Klaas  
 Name  
11977 Cadillac Drive  
 Address Independence KY 41051  
513) 315-8514  
 Telephone Number  
adam.klaas@gmail.com  
 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 7<sup>th</sup> day of April, 2026. Contracts for recurring events expire on June 30th of the school year.

Justin Wiethalter  
Signature of "User" Representative

[Signature]  
Principal

\_\_\_\_\_  
Superintendent/designee

Review/Revised: 7/7/2025

