

## USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Stacey Black as Principal authorized so to act by direction of the Board of Education and Fusion FC hereinafter referred to as "user" of the school facilities hereinafter described.

### WITNESSETH:

The principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows:

Use of turf soccer field & goals & bathrooms in  
March, April & May

at the following times and dates: M-R 8:30-9:30 in March

M-R 7:00-9:30 in April & May except 4/17, 4/30, 5/2, & 5/14

Subject to the following terms and conditions:

1. 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 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.
2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Boone County Board of Education policies, including but not limited to BCBE Policy No. 05.3, 05.31, 05.32 and 10.3 which are incorporated by reference herein.
3. The reserved time/date for use by user may be cancelled or preempted by Principal and permission for use may be terminated without cause by notice from Principal.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no subletting or assignment of this agreement nor any profit making or commercial venture subject of the use.

6. 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.
7. The user agrees to save harmless the Boone County Board of Education, its employees and agents, for any liability, damage, loss or expense incurred respecting the utilization of the school facilities; and the user agrees to reimburse the Boone County Board of Education for any damages to or replacement of school property damaged, lost, stolen or vandalized while in user's name.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the user hereunto set their hands this 16<sup>th</sup> day of

February, 20 24.

Boone County High SCHOOL

BY: Stacy Black  
PRINCIPAL

X Ben Lighthall  
President, Fusion FC NKY, Inc  
USER

X 2335 Buttermilk Crossing Suite 331  
ADDRESS

X Crescent Springs, KY 41017  
CITY STATE ZIP

X 513-607-0823  
PHONE NUMBER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2023

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).

<b>PRODUCER</b> LIC #40558248 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis MN 55401	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 612-345-9683 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@playershealth.com														
<b>INSURED</b> Kentucky Youth Soccer Association 158 Constitution Street Lexington KY 40507	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Everst National Insurance Company</td><td>10120</td></tr><tr><td>INSURER B: Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everst National Insurance Company	10120	INSURER B: Great American Insurance Company	16691	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES****CERTIFICATE NUMBER: 74016****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 INSD	SUBR 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		SI8ML03089-231	9/1/2023	9/1/2024	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 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SI8ML03089-231	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ 0			SI8EX02134-231	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			E880183-01	9/1/2023	9/1/2024	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:  
Fusion FC NKY**CERTIFICATE HOLDER****CANCELLATION**

Boone County Board of Education

7056 Burlington Pike  
Florence

KY 41042

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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**Ward, Bobbi**

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**From:** Melching, Lance  
**Sent:** Friday, February 16, 2024 1:48 PM  
**To:** Ward, Bobbi  
**Subject:** Field Usage for FUSION FC

Hello Bobbi,

Fusion FC will pay \$135 an hour to rent the turf for 50 hours for a total of \$6,750.

**LANCE MELCHING**

Athletic Director  
English & Journalism Teacher  
Swim & Dive Team Coach  
Boone County High School  
[lance.melching@boone.kyschools.us](mailto:lance.melching@boone.kyschools.us)  
p. (859) 282-5655 ext. 30518  
f. (859) 282-5653  
[Boone County Athletics Website](#)