



YMCA OF GREATER CINCINNATI

Facility Usage Agreement

{Group}:	Conner High School Swim Team		
Contact:	Naomijoe Craven	E-Mail:	naomijoe.craven@boone.kyschools.us
Address:	3310 Cougar Path	City/State:	Hebron, KY
Phone:	859-334-4400	Zip:	41048
		Alt. Phone:	
Facility Requested:	R.C. Durr YMCA Indoor Pool		
Dates Requested:	October 15, 2018-February 21, 2019; plus one swim meet		
Fees:	<p>Lane fee is \$20/hour/lane. Requesting 32 practice dates at one hour/practice at 3 lanes per practice night (through January 31=26 practices) and 2 lanes per practice night (February 4-21=6 practices). This totals to be 90 practice lane hours for a total of \$1800. We charge \$200/meet. Meets are being requested for December 1, 2018. Meet times are from 5:30-7:00 p.m. Total for the 2018/19 season is \$2000.00.</p>		
<p>The reception of a non-refundable deposit of \$500.00 and this signed agreement in our office confirms reservation. I understand the certificate of insurance is due 2 weeks before event. I understand the balance of payment is due 2 weeks after the end of use and based on actual numbers or 5-day advance estimate, whichever is greater. I have read, understand and agree to abide by the following Terms & Conditions*.</p>			
Group Representative Signature:		Date:	
YMCA Signature: <i>[Signature]</i>		Date: <i>9/20/18</i>	
JV NUMBER:			

Terms and Conditions

1. **USE OF PREMISES AND SCHEDULE:** During the term of this agreement, unless other arrangements have been made, {Group} shall use the facility for conducting a program of its own design and shall comply with all applicable laws, codes, and regulations. {Group} shall notify the YMCA of Greater Cincinnati of the nature of its program, and shall supply YMCA of Greater Cincinnati with further information concerning the program upon request.
2. **UTILITIES:** The YMCA of Greater Cincinnati shall provide water, electricity, and garbage disposal without additional charge to the {Group}. Facility usage agreements for outdoor areas may/may not include water and/or electricity.
3. **MAINTENANCE:** The YMCA of Greater Cincinnati shall maintain the facility in good condition and shall provide janitorial services to the premises and buildings. {Group} agrees to assist in keeping the facility clean and shall leave the facility free of destruction and defacement. No equipment will be taken from the YMCA.
4. **STORED EQUIPMENT:** The YMCA of Greater Cincinnati is not responsible for any equipment left or stored on the premises. {Group} is responsible for securing and storing any equipment.
5. **HEALTH and SAFETY:**
 - A. The YMCA of Greater Cincinnati does not provide medical supervision, treatment, maintenance, or dispensing of medications for groups. These responsibilities belong to the {Group}.
 - B. {Group}'s contact person shall bring and have available at all times a current list of participants that includes: names and addresses, emergency contact information, and known allergies or health conditions. Also, for each participant or staff member under the age of 18 and not accompanied by their parent or guardian, a signed form granting permission to seek emergency treatment and hold harmless agreement.
 - C. Emergency transportation is available through local EMS by dialing 911. {Group} agrees to furnish non-emergency transportation.
 - D. {Group} agrees to complete and submit to the Branch Director a YMCA Accident/Incident Report in the event of serious accidents, illnesses, or incidents. Please find enclosed.
 - E. Each approved rental group is required to provide the YMCA of Greater Cincinnati a certificate of insurance adequately providing coverage for the rented facility, participants and leadership.

- F. The {Group} is required to familiarize group with general YMCA Rules (final authority resides with the YMCA Director or designee):

Prohibited possession, use or practice: alcoholic beverages, tobacco products, non-prescription drugs, inappropriate music, videos, or other materials, pets, bicycles or skate boards, motor bikes or carts, weapons, ammunition, hunting, fireworks and explosives, open flames indoors, graffiti.

Miscellaneous: No two people are to be off alone away from group (families excepted), sexual harassment and bullying are victim-defined and will be treated accordingly. The YMCA is not responsible for personal property and discourages valuables at the branch.

- G. The {Group} is required to familiarize group with **emergency procedures**.

- H. The {Group} will hold harmless the YMCA of Greater Cincinnati, its branches, employees, agents, and volunteers from any and all claims for injury, death, loss, or damage that may result from any individual or group participation in said facility or activity.

- I. If children are a part of the group, {Group} agrees to provide adult supervision for all general camp activities and during all times:

Children Ages:	Overnight Group	Day Group Only
4-5	1 to 5	1 to 6
6-8	1 to 6	1 to 8
9-14	1 to 8	1 to 10
15-18	1 to 10	1 to 12

6. **MISCELLANEOUS:**

- A. {Group} warrants that the person signing the Agreement has the authority to execute the Agreement on its behalf.
- B. This Agreement may be altered or amended only by written agreement of both parties.
- C. The YMCA of Greater Cincinnati reserves the right to require that the {Group} remove from the facility any persons in, or in any way connected with, {Group}'s group who, in the sole opinion of the YMCA of Greater Cincinnati, are creating a

disturbance, threatening or harassing people, disrupting activities on said facility.

{Group} agrees to permit only authorized persons to enter the facility and shall take all necessary steps to remove unauthorized persons from the facility.

D. {Group} agrees that the total number of participants on the premises will not exceed the facility building maximum capacity at any time.

E. {Group} understands that the YMCA of Greater Cincinnati is not responsible for personal property lost or stolen while using the YMCA facilities or while on YMCA premises.

7. INSURANCE:

The {GROUP} shall name the YMCA as Additional Insured and be required to carry Molestation and Abuse Liability coverage, in addition to Commercial General Liability Coverage. The YMCA shall maintain at its expense during the term of this Agreement comprehensive general liability insurance for personal injury, death or property damage arising out negligence by the YMCA and/or its agents arising out of the use of the YMCA facility. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. {GROUP} shall maintain at its expense during the terms of this Agreement comprehensive general liability insurance for the protection of. {GROUP} against claims for personal injury, death or property damage arising out negligence by. {GROUP} and/or its agents arising out of the use of the YMCA facility. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000).

8. INDEMNIFICATION:

{GROUP} shall indemnify, defend with competent counsel and hold the YMCA, its employees and agents harmless of and from any loss, damage, claim or expense including reasonable attorney's fees arising out of any negligent act by. {GROUP} and/or a {GROUP} Employee or Agent which causes harm of any type to an employee or participant in the YMCA facility under this agreement.

9. List any additional notes or terms here:



BOONE-7

OP ID: D9

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2018

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 Public Entity Insurance Corp 505 Wellington Way Ste 275 Lexington, KY 40503 David Livingston		859-296-4580		CONTACT NAME: David Livingston	
				PHONE (A/C, No, Ext): 859-296-4580	FAX (A/C, No): 859-296-4583
				E-MAIL ADDRESS: dlivingston@roeding.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Liberty Mutual	
				NAIC # 23043	
INSURED BOONE CO BOARD OF EDUCATION RANDY POE, SUPT 8330 U.S. 42 FLORENCE, KY 41042					
INSURER B:					
INSURER C:					
INSURER D:					
INSURER E:					
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 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CBP 8950690	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU 8952290	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)

Coverage is evidenced for the swim/dive teams from Cooper High School and Conner High School to use the certificate holder's facilities for practice during the 2018-19 school year.

CERTIFICATE HOLDER

RCDURRY

R.C. Durr YMCA
5874 Veterans Way
Burlington, KY 41005

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