

sent email
to opsh 10/29

USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Kim Gilbert as Principal authorized so to act by direction of the Board of Education and NEYA BOMBERS BLACK U10 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:

BASEBALL PRACTICE - TEAM USED FACILITY IN 2018 WITH NO ISSUES.

RUBBER BALLS ARE USED AND ONLY HITTING INTO NETS.

at the following times and dates: EVERY WEDNESDAY 6PM - 8PM

FROM 12/5/2018 TO 3/27/2019 EXCEPT AS NOTED BY SCHOOL STAFF

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 29th day of October, 20 19.

Burlington Elem. SCHOOL
BY: Kim Gullett
PRINCIPAL

NKYA BOMBERS BLACK - U10 (JOSH PABST)
USER

10754 KIMBERLY DR
ADDRESS

UNION KY 41091
CITY STATE ZIP

859-640-3832
PHONE NUMBER

CERTIFICATE OF INSURANCE**Issue Date: 1/9/2018**

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 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:
 EPIC Brokers
 License No. OB29370
 P.O.Box 13847
 Sacramento CA 95853
 888-880-3602 Email: insurance@ussa.com

INSURERS AFFORDING COVERAGE

INSURER A: National Casualty Company
 INSURER B: National Casualty Company
 INSURER C: Nationwide Life Insurance Company
 INSURER D:
 INSURER E:

Insured:
 United States Specialty Sports Association
 5800 Stadium Parkway
 Melbourne, FL 32940
 800-741-3014

Coverages:

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 Effective Date | Policy Expiration Date | Limits |
|----------|--|-----------|----------|------------------|-----------------------|------------------------|---|
| A | Commercial General Liability Occurrence Basis | Y | N | KRO0000007148300 | 1/1/2018 | 1/1/2019 | Each Occurrence \$2,000,000 Damage to Rented Premises(ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000 |
| B | Excess Liability | Y | N | XKO0000007148400 | 1/1/2018 | 1/1/2019 | Each Occurrence \$1,000,000 Aggregate \$1,000,000 |
| C | Participant Accident | | | SPX0000028519100 | 1/1/2018 | 1/1/2019 | AD&D \$ None Primary Medical \$ None Excess Medical \$100,000 Weekly Indemnity \$ None |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
 Coverage includes amateur play and practice in the insured sport for : NKY All-Stars BBBoys9A - [2018-8186102601224]

Certificate holder shall be an additional insured but only with respect to liability caused by the negligent acts or omissions of the named insured and only with respect to losses resulting from the team / league listed and occurring between the coverage effective date listed below and the policy expiration date.*\$500.00 Deductible for excess medical

Certificate Holder:**Coverage Effective Date: 1/9/2018 1:52:00 PM**

NKY All-Stars
 MARK PEACE
 10087 TIMBERCREEK RD.
 UNION KY 41091

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.

Certificate # USSSA-334416**Authorized Representatives:***Scott Fink*