USE AGREEMENT

- 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 day of
January , 20 19.
-
Enertheck school
BY:
PRINCIPAL
Nuchelle Roland
USER/SIGNATURE
1592 Linden Ct.
ADDRESS
Florence KY 4104Z
CITY STATE ZIP
859-991-0076
PHONE MIMRER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/5/2018

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(les) 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 CONTACT NAME: PHONE (AIG. No. Ext): (800) 318-7709 E-MAIL certificate holder in lieu of such endorsement(s): FAX (AIC, No): (708) 636-3915 Westpoint Insurance Group, Ltd. E-MAIL ADDRESS: 5920 W. 111th St NAIC # INSURER(S) AFFORDING COVERAGE INSURERA: Houston Casualty Company Chicago Ridge 60415 INSURER B :QBE INSURED INSURER C: National Softball Association INSURER D: P.O. Box 7 INSURER E KY 40340 INSURER F: Nicholasville CERTIFICATE NUMBER:CL189539427 **REVISION NUMBER:** 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. POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) ADDL SUBR LIMITS TYPE OF INSURANCE POLICY NUMBER 3,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) X COMMERCIAL GENERAL LIABILITY 300,000 CLAIMS-MADE X OCCUR 5,000 08/01/2018 08/01/2019 18/7005815 MED EXP (Any one person) 3,000,000 PERSONAL & ADV INJURY 4,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 PRODUCTS - COMP/OP AGG POLICY 1,000,000 PARTICIPANT LEGAL LIAB OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$ BODILY INJURY (Per person) ANY AUTO **BODILY (NJURY (Per accident)** SCHEDULED ALL OWNED AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS AUTOS EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE \$ **EXCESS LIAB CLAIMS-MADE** \$ DED RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandalory in NH) E.L. DISEASE - EA EMPLOYEE f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 100,000 \$250 DEDUCTIBLE THE 921608 08/01/2018 08/01/2019 EXCESS ACCIDENT MEDICAL DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage is in effect during the practice and play of amateur softball. The certificate holder is an additional insured under the NSA policies listed above. Coverage for this team is effective: 09/05/18-08/01/19 Please note - NSA Sanctioned Leagues must adhere to the rules and regulations of the NSA. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. NSA Sanction Numbers: 2019KYKD0022 Kentucky Xplosion 8251 Rose Pedal Dr. AUTHORIZED REPRESENTATIVE

Terri Tomasik/AMZ

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Assis and Themand

Florence, KY 41042