

## **USE AGREEMENT**

This agreement made by and between the Boone County Board of Education, **Michael Wilson** as Principal authorized so to act by direction of the Board of Education and **Cooper High School** 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:

List areas needed below:

|             |                |                              |
|-------------|----------------|------------------------------|
| <b>4/18</b> | <b>Sm. Gym</b> | <b>During the school day</b> |
|             | <b>Lg. Gym</b> | <b>3:00 pm – 9:00 pm</b>     |
| <b>4/19</b> | <b>Lg. Gym</b> | <b>3:00 pm – 9:00 pm</b>     |
| <b>4/20</b> | <b>Lg. Gym</b> | <b>3:00 pm – 9:00 pm</b>     |

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.
8. Insurance Policy of \$1,000,000.00 listing the policy holder as the User must be submitted with agreement.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the user hereunto set their hands this 14<sup>th</sup> day of February 2018.

**Cooper High School**  
SCHOOL

BY: **Michael Wilson**  
PRINCIPAL

USER

|  |                            |
|--|----------------------------|
| <b><u>Infinity Percussion 2/MaryAnn Rankin</u></b> | <b><u>859-802-1522</u></b> |
| NAME   | CONTACT #                  |
| <b><u>maryann.rankin@boone.kyschools.us</u></b>    |                            |
| EMAIL  |                            |

ADDRESS

|                     |                 |                 |              |
|---------------------|-----------------|-----------------|--------------|
| <b>8270 U.S. 42</b> | <b>Florence</b> | <b>Kentucky</b> | <b>41042</b> |
| STREET              | CITY            | STATE           | ZIP          |



COOPER HIGH SCHOOL FACILITY RENTAL AGREEMENT

This rental agreement is made between:

**COOPER HIGH SCHOOL**  
&  
**Pageantry Arts Concepts, Inc.**  
**Infinity Percussion**  
**5100 Chardonnay Drive**  
**Coral Springs, FL 33067-4123**

For the following space on April 18<sup>th</sup>, 19<sup>th</sup> and 20<sup>th</sup> 2018

4/18 Practice Gym during school day

Lg. Gym 3:00 PM – 9:00 PM

4/19 Lg. Gym 3:00 PM – 9:00 PM

4/20 Lg. Gym 3:00 PM – 9:00 PM

The Rental Agreement is for:

Rental Cost to be \$1.00

\$1,000,000.00 Insurance Policy to be submitted to Cooper High School

Payment and Insurance policy is due upon receipt.

Please make check payable to: Cooper High School

M. Rankin

3-13-18

(Date)

859-802-1522

(Phone)

D. Michael Wilson 02.15.18

(Date)

859 384 5040

(Phone)

D. Michael Wilson, Principal  
Cooper High School

*u.ry 3/4/17*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/3/2019

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**  
**FRANCIS L. DEAN & ASSOCIATES, LLC**  
6900 DANIELS PKWY STE 29-303  
FORT MYERS, FL 33912-7513  
(800) 745-2409

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** (800) 745-2409 **FAX (A/C, No):** (830) 665-7294  
**E-MAIL ADDRESS:** info@fdean.com

**INSURER(S) AFFORDING COVERAGE** **NAIC #**  
**INSURER A:** United States Fire Insurance 21113

**INSURED** SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

**Pageantry Arts Concepts, Inc.**  
5100 Chardonnay Drive  
Coral Springs, FL 33067-4123

**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

## COVERAGES

CERTIFICATE NUMBER: USP284693

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 INSR | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b>   |           |          | SRPGAPML-101-0718 | 01/05/2019<br>12:01 AM  | 01/05/2020<br>12:01 AM  | <b>GENERAL AGGREGATE</b> \$2,000,000.00                   |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |           |          |                   |                         |                         | <b>PRODUCTS - COMP/OP AGG</b> \$2,000,000.00              |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |           |          |                   |                         |                         | <b>PERSONAL &amp; ADV INJURY</b> \$1,000,000.00           |
|          | <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS                                       |           |          |                   |                         |                         | <b>EACH OCCURRENCE</b> \$1,000,000.00                     |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |           |          |                   |                         |                         | <b>FIRE DAMAGE (Any one fire)</b> \$300,000.00            |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          |                   |                         |                         | <b>MED EXP (Any one person)</b> \$0.00                    |
|          | <b>AUTOMOBILE LIABILITY</b>  |           |          |                   |                         |                         | <b>COMBINED SINGLE LIMIT (Ea accident)</b> \$             |
|          | <input type="checkbox"/> ANY AUTO  |           |          |                   |                         |                         | <b>BODILY INJURY (Per person)</b> \$                      |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |           |          |                   |                         |                         | <b>BODILY INJURY (Per accident)</b> \$                    |
|          | <input type="checkbox"/> HIRED AUTO  |           |          |                   |                         |                         | <b>PROPERTY DAMAGE (Per accident)</b> \$                  |
|          | <input type="checkbox"/> SCHEDULED AUTOS   |           |          |                   |                         |                         |   |
|          | <input type="checkbox"/> NON-OWNED AUTOS   |           |          |                   |                         |                         |   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR  |           |          |                   |                         |                         | <b>EACH OCCURRENCE</b> \$                                 |
|          | <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  |           |          |                   |                         |                         | <b>AGGREGATE</b> \$                                       |
|          | <b>DED</b> <b>RETENTION</b> \$   |           |          |                   |                         |                         |   |
|          |  |           |          |                   |                         |                         | <b>EACH OCCURRENCE</b> \$                                 |
|          |  |           |          |                   |                         |                         | <b>GENERAL AGGREGATE</b> \$                               |
| A        | <b>ACCIDENT COVERAGE</b>   |           |          | US1025725         | 01/05/2019<br>12:01 AM  | 01/05/2020<br>12:01 AM  | <b>Medical Benefit</b> \$10,000.00                        |
|          |  |           |          |                   |                         |                         | <b>Accidental Death/Dismemberment Benefit</b> \$10,000.00 |
|          |  |           |          |                   |                         |                         | <b>Deductible</b> \$500.00                                |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate holder is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period. INFINITY Percussion, STRYKE Percussion, STRYKE Wynds, INFINITY 2 Percussion, ANCIENT CITY Ensemble, STRYKE Winterguard, STRYKE Percussion 2, INFINITY 3 Percussion and STRYKE Entertainment.

Covered Activity: Percussion, Wind Ensemble, Performance Ensembles and Color Guard Programs

**Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage**

## CERTIFICATE HOLDER

Boone County Board of Education  
8330 US Highway 42  
Florence, KY 41042

## 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

*Francis L. Dean*