

USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Starn Elite AAU ^{TONY} ~~ASTOR~~ as Principal authorized so to act by direction of the Board of Education and Starn Elite AAU / Danny Roller 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:

Gym For Practice

at the following times and dates: Mon 20, 24, 25, 28 Apr 1, 4, 15,
17, 22, 24, 29 May 1, 8, 15, 22

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 20 day of February, 20 19.

RA Tones SCHOOL

BY: [Signature]
PRINCIPAL

[Signature]
USER/SIGNATURE

1507 Wardside Drive
ADDRESS

Flomine KY 41042
CITY STATE ZIP

659-466-0713
PHONE NUMBER

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

CERTIFICATE HOLDER	Boone County School District 8330 US Highway 42 Florence, KY 41042	COVERAGE DATES: 09/04/2018 - 8/31/2019				
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.						
PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 22409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	MEMBER CLUB INSURED Ky Storm Elite 1205 Mockingbird Ct Edgewood, KY 41018				
CERTIFICATE ID: 9KKVX5XY CLUB CODE: WY7YE8						
INSURER(S) AFFORDING COVERAGE						
Company A United State Fire Insurance Company NAIC# 21113 Company B Everest National Insurance Company NAIC # 10120		*For box below, INSR LTR refers to Company A or B.				
COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1047344	9/01/2018 12:01 AM	9/01/2019 12:01 AM	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	SI8EX00142-181	9/01/2018 12:01 AM	9/01/2019 12:01 AM	Each Occurrence Per Club Policy Aggregate Per Club	9,000,000 9,000,000
B	General Liability	SI8ML00176-181	9/01/2018 12:01 AM	9/01/2019 12:01 AM	Each Occurrence Limit General Aggregate Limit Per Club Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You (Any One Premises) Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 5,000 1,000,000 2,000,000
ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS Coverage applies to Ky Storm Elite, License # 9KKYX5XY Practice, Ky Storm Elite from 09/04/2018 through 08/31/2019, for the gross negligence and/or liabilities of the AAU Club(s) or registered members. For said club to have coverage, all membership requirements in the AAU must be met. Primary non-contributory applies as per attached endorsement ECG 24 520 04 02. The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 26 0413 applies.						
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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives. REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.						
FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE. Go to www.nausports.org , Membership, Insurance, Issued Third Party Certificates, Insert member club code						



Authorized Representative

Certificate No. 20190595

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.**SCHEDULE****Name of Person or Organization:**Boone County School District
8330 US Highway 42
Florence, KY 41042**Event:** Practice, Ky Storm Elite**Date:** 09/04/2018 through 08/31/2019

THE ABOVE PERSON OR ORGANIZATION IS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

endorsement # 20190595

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II- Who is An Insured is amended to include as an additional insured the person(s) or Organizations(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The Insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With Respect to the insurance afforded to these additional insureds, the following is added to Section III- Limits Of Insurance:

If Coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL - OTHER INSURANCE
(PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agreement that this insurance will be primary and noncontributory, if the written contract of agreement was made prior to the subject "occurrence" or offense.

**VERIFICATION OF INSURANCE
FOR THE AMATEUR ATHLETIC UNION OF THE U.S., INC. AND ITS MEMBER CLUBS**

GENERAL INFORMATION	This document verifies insurance coverage for the Amateur Athletic Union of the United States, Inc. Member clubs have coverage as shown below from the date of enrollment and acceptance in the AAU. Expiration date is August 31st annually.	COVERAGE DATES: 09/04/2018 - 8/31/2019				
This verification is issued as a matter of information only and confers no rights. This verification does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This verification of insurance does not constitute a contract between the issuing insurer (s), authorized representative or producer.						
PRODUCER Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 1000022409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	MEMBER CLUB INSURED CLUB CODE: WY7YE8 Ky Storm Elite 1205 Mockingbird Ct Edgewood, KY 41018 Enrollment Date: 9/4/2018 10:25:00PM				
INSURER(S) AFFORDING COVERAGE						
Company A United State Fire Insurance Company NAIC # 21113 Company B Everest National Insurance Company NAIC # 10120		*For box below, INSR LTR refers to Company A or B.				
COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1047344	9/01/2018 12:01 AM	9/1/2019 12:01 AM	Accident Medical Accidental Death and Dismemberment	100,000 20,000
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B	General Liability	S18MI.00176-181	9/01/2018 12:01 AM	9/1/2019 12:01 AM	Each Occurrence Limit General Aggregate Limit Per Club Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You (Any One Premises) Medical Expenses Limit (Any One Person) Sexual Abuse Liability Sexual Abuse Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 5,000 1,000,000 2,000,000
ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS For said club to have coverage, all membership requirements in the AAU must be met. For said club to have Extended Coverage (AB) program, all membership requirements in the AAU AB program must be met.						
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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives. REVOCAION OF MEMBERSHIP - will result in cancellation of coverage.						



Authorized Representative

Verification No. WY7YE8

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