## **FACILITY USE AGREEMENT**

| This agreement made by and between the Boone County Board of Education, Matt             |  |  |  |  |  |
|--|--|--|--|--|--|
| Shafer as Principal authorized so to act by direction of the Board of Education and      |  |  |  |  |  |
| Area 7 Special Olympics, 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:  football field                                       |  |  |  |  |  |
|  |  |  |  |  |  |
| At the following times and dates: April 29, 2023 from subject to the following           |  |  |  |  |  |
| terms and conditions:  |  |  |  |  |  |
| 1 The school property identified above may be utilized by the user as a permittee at     |  |  |  |  |  |

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 compiled with and any other terms and conditions specified by the Principal. Any violation of such 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.

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- 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 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.

## **FACILITY USE AGREEMENT**

- 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 users name.

| user h | IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the ereunto set their hands this |
|--------|---|
|        |   |
|        | PRINCIPAL of Larry A. Ryle High School  |
|        | Area 7 Special Olympics/Debbie Staggs<br>USER NAME / SIGNATURE  |
|        | 339 Center Park Dr<br>ADDRESS   |
|        | Florence Ky 41042<br>CITY STATE ZIP   |
|        | (859) 760-8679  |

**PHONE NUMBER** 



**FRANKFORT** 

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY 12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICII BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZI

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 endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) CONTACT NAME: PRODUCER PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): American Specialty Insurance & Risk Services, Inc. ADDRESS: 7609 W. Jefferson Blvd., Suite 100 INSURER(S) AFFORDING COVERAGE NAIC INSURER A : Philadelphia Indemnity Insurance Company IN 46804 1805 Fort Wayne INSURED **INSURER B:** Special Olympics, Inc. INSURER C: 1133 19th Street NW INSURER D : INSURER E : DC 20036 Washington INSURER F **CERTIFICATE NUMBER: 1002070535 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 PERI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM 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) **ADDLISUBR** LIMITS TYPE OF INSURANCE INSD WVD **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY 1,000,000 **EACH OCCURRENCE** DAMAGE TO RENTED 1,000,000 CLAIMS-MADE | X OCCUR PREMISES (Ea occurrence) Excluded MED EXP (Any one person) PHPK2503728 12/31/2022 12/31/2023 1,000,000 Α PERSONAL & ADV INJURY GENERAL AGGREGATE 5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: 1,000,000 PRODUCTS - COMP/OP AGG \$ POLICY LOC OTHER: OTHER OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$ (Ea accident) \$ ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED 12/31/2023 BODILY INJURY (Per accident) 12/31/2022 Α AUTOS ONLY HIRED PHPK2503728 AUTOS NON-OWNED PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY (Per accident) NON-OWNED/HIRED AUTO 1,000,000 **UMBRELLA LIAB EACH OCCURRENCE** \$ OCCUR **EXCESS LIAB** AGGREGATE \$ CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE \$ (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) - Coverage applies to the following: SPECIAL OLYMPICS KENTUCKY, 105 LAKEVIEW COURT, FRANKFORT, KY 40601. - Named Insured (cont'd): All Special Olympics Accredited U.S. Programs CANCELLATION CERTIFICATE HOLDER SPECIAL OLYMPICS KENTUCKY SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. 105 LAKEVIEW COURT AUTHORIZEO REPRESENTATIVE new Sunt

KY 40601

|   | AGENCY CUSTOMER ID:         |                                      |           |  |
|---|-----------------------------|--------------------------------------|-----------|--|
| ACORD® ADDITION   | ADDITIONAL REMARKS SCHEDULE |                                      | Page 1 of |  |
| AGENCY American Specialty Insurance & Risk Services, Inc. |                             | NAMED INSURED Special Olympics, Inc. |           |  |
| POLICY NUMBER PHPK2503728                                 |                             | 1133 19th Street NW                  |           |  |
| CARRIER   | NAIC CODE                   | Washington, DC 20036                 |           |  |
| Philadelphia Indemnity Insurance Company 18058            |                             | EFFECTIVE DATE: 12/31/2022           |           |  |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002070535

- The Hired Auto Physical Damage limit contains a \$1,000 collision deductible and a \$100 other than collision deductible (for commercially rented vehicles or Nonowned and Hired Auto (NOHA) liability is excess of any valid and collectible insurance.

- Coverage for property you rent or occupy, property loaned to you and property in the care, custody, or control of the Insured, \$100,000 limit subject to a \$2 deductible per loss, excluding watercraft, aircraft, and autos.