

## USE AGREEMENT

This agreement made by and between the Boone County Board of Education, David Fuller as Principal authorized, so to act by direction of the Board of Education and Amanda Simms 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:

use of gym for Lumberjacks  
Baseball Club winter conditioning

at the following times and dates: January 6, 13, 20, 27

and February 3, 10, 17, 24; March 2  
from 9:00-12:00

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 14th day of Nov., 20 23.

Thornwilde Elem SCHOOL

BY: \_\_\_\_\_

PRINCIPAL

Amanda Simms

USER/SIGNATURE

4171 Firewood Trl

ADDRESS

Burlington Ky 41005

CITY

STATE

ZIP

859-444-3033

PHONE NUMBER