

Memorandum of Understanding and Usage Agreement

This Memorandum of Understanding and Usage Agreement is for the usage of grounds for a graduation ceremony, hereafter referred to as Venue, is made the date of 20th day, of May, 2024, by and between **Florence Baptist Church**; A Kentucky non-profit corporation hereafter referred to as the Owner, and **Ignite Institute**; a high school of Boone Country School Systems, hereafter referred to as the User.

WHEREAS, the User desires to temporarily rent, occupy, and make use of the Owner's venue, located at 642 Mt. Zion Road, Boone County, Florence, Kentucky, 41042 and known as Florence Baptist Church, and

WHEREAS, the Owner agrees to such occupation and use in consideration of certain payments and covenants herein enumerated;

NOW THEREFORE the parties agree to the following terms and conditions:

- 1. The User shall pay to the Owner no charge for Venue Usage for initial event.
- 2. The User shall have access to and use of the venue on Monday, May 20th, 2024. The suggested hours of usage are from 3:00pm to 10:00pm.
 - 3. The fee for the use of the venue described in (2) above shall be \$0.
 - 4. This is a non-exclusive usage agreement.
- 5. User shall remove all personal property, trash, and other items that were not present in the venue when User took control of it.
- 6. User will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of User or any of User's guests while User is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from User's use of the venue.
- 7. User shall maintain and provide a comprehensive general liability insurance binder, in relation to the terms of this agreement with a combined single limit of One Million dollars (\$1,000,000) for property damage and bodily injury listing Owner as an additional insured during the terms of this agreement.

- 8. Any disputes arising under this contract shall be first mediated and then, if necessary, adjudicated in the Owner's local jurisdiction.
 - 9. User shall be responsible for their own Security Detail, if desired.
- 10. There will be itemized charges for the following: Audio Visual and Lighting Requirements (AVL), Technicians for AVL and Facilities Set Up, Tear Down and an Event Host. (Itemized list is provided.)
- 11. This agreement may only be amended or modified in writing, signed by both parties.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

OWNER:
Florence Baptist Church
Ву
Executive Pastor of Operations Robert D. Miller, Ph.D., D.Min.
Date
USER:
Ignite Institute of Boone County Schools
By
Date