# **USE AGREEMENT**

This agreement made by and between the Boone County Board of Education, <u>Stacy Park</u>, as Principal authorized so to act by direction of the Board of Education and <u>C3 Timing</u>, <u>LLC</u> 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:

Outside fields behind schools (baseball and soccer)

at the following times and dates: Sept 18, 25, Oct 2, 9, 2024

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 WHE			
Education and the us	ser hereunto set the	eir hands this	day of
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USI	ER/SIGNATURE	* 1	
3421 Meadowlark D	<u>)r</u>		
A	DDRESS		
Edgewood	KY	41018	
CITY	STATE	ZIP	
8	59-991 <b>-</b> 0433		
PHC	NE NUMBER		

#### 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:

08/22/2023 - 8/31/2024

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

INSURED

(407) 934-7200

MEMBER CLUB INSURED

CLUB CODE:

RSFX7584

Foy Insurance 64 Portsmouth Ave PO Box 1030 Exeter, NH 03833-1030

Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 1000022409 Lake Buena Vista, FL 32830-1000

3421 Meadowlark Dr Edgewood, KY 41018

C3 Timing LLC

Enrollment Date: 8/22/2023 10:57:00AM

### 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
	-		4(0/1)	12/6/1/2	⊘°	
A	Participant Accident	US1182724	9/01/2023 12;01 AM.	9/1/2024 12:01 AM.	Accident Medical Accidental Death and Dismemberment	100,000 20,000
В	Excess Liability	SI8EX00142-231	9/01/2023 12:01 AM.	9/1/2024 12:01 AM.	Each Occurrance Policy Aggregate	5,000,000 5,000,000
В	General Liability	SI8ML00176-231	9/01/2023 12:01 AM.	9/1/2024 12:01 AM.	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to Policy Aggregate Cap 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 25,000,000 5,000 1,000,000 3,000,000

## 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. REVOCATION OF MEMBERSHIP - will result in cancellation of coverage.