

## USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Andy Wyckoff as Principal authorized so to act by direction of the Board of Education and Rivertown Rumble, LLC 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 turf field, football field equipment, press box and bathrooms for peewee football tournament.

at the following times and dates: Nov. 16 (8AM-7PM) and 17 (8 AM to 5 PM)

### 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 \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_.

Conner High SCHOOL  
 BY: [Signature]  
 PRINCIPAL

Justin Klump, Rivertown Rumble LLC  
 USER

2170 N. Dearborn Rd.  
 ADDRESS

West Harrison                      IN                      47060  
 CITY                                      STATE                      ZIP

859-743-5117  
 PHONE NUMBER





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2024

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.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting		
	PHONE (A/C, No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105	
	E-MAIL ADDRESS: info@sportsinsurance-kk.com		
	PRODUCER CUSTOMER ID:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Rivertown Rumble LLC 2170 North Dearborn Rd West Harrison, IN 47060 A Member of the Sports, Leisure & Entertainment RPG	INSURER A:	AIG Specialty Insurance Company	26883
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES** **CERTIFICATE NUMBER:** W02845792 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		9YAPG0001334486200	11/16/2024 12:01 AM EDT	11/18/2024 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486200	11/16/2024 12:01 AM EDT	11/18/2024 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	Excluded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Event Name: Rivertown Rumble, Event Type: Event Date: 11/16/2024 to 11/17/2024

Event Location: Connor High School, 3310 Cougar Path, Hebron, Kentucky 41048

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

See Attached Additional Remarks Schedule

**CERTIFICATE HOLDER**

Boone County Board of Education  
3310 Cougar Path  
Hebron, KY 41048  
(Owner/Lessor of Premises)

**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.

AUTHORIZED REPRESENTATIVE

*Scott Furbush*

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

AGENCY CUSTOMER ID:  
LOC #

**ACORD**<sup>TM</sup>

**ADDITIONAL REMARKS SCHEDULE**

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AGENCY K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		NAMED INSURED Rivertown Rumble LLC	
POLICY NUMBER 9YAPG0001334486200			
CARRIER AIG Specialty Insurance Company	NAIC CODE 26883	EFFECTIVE DATE: 11/16/2024	
<b>ADDITIONAL REMARKS</b>			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25                      FORM TITLE    Certificate of Liability Insurance			

Sport(s): Youth Football (Tackle & Contact)  
Limited Coverage for "Neurodegenerative Injury" endorsement applies. Neurodegenerative Injury Limit: \$1,000,000 occurrence/\$1,000,000 aggregate;  
Neurodegenerative Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/\$1,000,000 aggregate. "Neurodegenerative Injury" means concussion,  
chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting  
therefrom but only if such injury occurs as a result of specific events occurring during the policy period.



**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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Boone County Board of Education 3310 Cougar Path Hebron, KY 41048
Named Insured: Rivertown Rumble LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(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 or the 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.