

# USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Andy Wyczkoff as Principal authorized so to act by direction of the Board of Education and Fusion FC NKY, Inc. 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:

Soccer Field/Stadium

## at the following times and dates:

Sat, Mar 08 from 8:30 AM - 7:30 PM	Sat, Mar 22 from 8:30 AM - 7:30 PM	Sun, Apr 06 from 8:30 AM - 7:30 PM
Sun, Mar 09 from 8:30 AM - 7:30 PM	Sun, Mar 23 from 8:30 AM - 7:30 PM	Sat, Apr 12 from 8:30 AM - 7:30 PM
Sat, Mar 15 from 8:30 AM - 7:30 PM	Sat, Mar 29 from 8:30 AM - 7:30 PM	Sun, Apr 13 from 8:30 AM - 7:30 PM
Sun, Mar 16 from 8:30 AM - 7:30 PM	Sun, Mar 30 from 8:30 AM - 7:30 PM	Sat, Apr 26 from 8:30 AM - 7:30 PM
	Sat, Apr 05 from 8:30 AM - 7:30 PM	Sun, Apr 27 from 8:30 AM - 7:30 PM

## subject to the following terms and conditions:

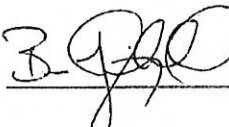
1. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. 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 \_\_\_\_.

\_\_\_\_\_  
BY:  SCHOOL  
PRINCIPAL

 President, Fusion FC NKY, Inc  
USER/SIGNATURE

2335 Buttermilk Crossing Suite 331  
ADDRESS

Crescent Springs, KY 41017  
CITY STATE ZIP

513-607-0823 or 859-878-6323  
PHONE NUMBER

---

Additional Contact: Jon Rourk, Fields Director  
fields@fusionfcnky.com, 859-816-4371

## Fee Schedule

### **GYMNASIUM**

Community Recreational Use

\$ 25.00 per hour

Other Uses

\$ 100.00 per hour

3 hour minimum

### **CAFETERIA**

\$ 100.00 per hour

3 hour minimum

### **HIGH SCHOOL AUDITORIUM**

\$ 100.00 per hour

3 hour minimum

### **STADIUM**

\$ 100.00 per hour

3 hour minimum

The hourly rate plus fixed charges and overtime, when appropriate, will be charged for employees necessary to facilitate building rental.



## FACILITY USE AGREEMENT PROCESS

**ALL FACILITY USE AGREEMENTS MUST BE APPROVED BY THE BOARD  
PER BOARD POLICY NO. 05.3, 05.31, 05.32, AND 10.3**

- STEP 1. PRINCIPAL REVIEWS AND DETERMINES IF SCHOOL IS AVAILABLE ON DATE AND TIME REQUESTED.
  - STEP 2. ALL REQUESTS MUST BE PRESENTED TO THE BOARD BEFORE THE DATE REQUESTED AND MEET THE DEADLINE FOR BOARD MEETINGS (DEADLINES ATTACHED FOR 2023-24)
  - STEP 3. UPLOAD THE FACILITY USE AGREEMENT (BOARD USE AGREEMENT ATTACHED) AND PROOF OF INSURANCE ONTO THE BOARD CONTRACT APPROVAL GOOGLE DOC. YOU CAN HAVE AN ADDITIONAL FORM WITH YOUR SCHOOL REQUIREMENTS BUT THE BOARD FORM IS THE ONE APPROVED BY THE BOARD.
  - STEP 4. FLYERS CAN NOT GO OUT TO THE PUBLIC UNTIL THE FACILITY USE AGREEMENT HAS BEEN APPROVED BY THE BOARD.
-



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2024

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).

<b>PRODUCER</b> LIC #40558248 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis MN 55401		<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 612-345-9683 E-MAIL ADDRESS: certificates@playershealth.com FAX (A/C, No.):															
<b>INSURED</b> Kentucky Youth Soccer Association 158 Constitution Street Lexington KY 40507		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B: Everst National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C: Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Everest National Insurance Company	10120	INSURER B: Everst National Insurance Company	10120	INSURER C: Great American Insurance Company	16691	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Everest National Insurance Company	10120																
INSURER B: Everst National Insurance Company	10120																
INSURER C: Great American Insurance Company	16691																
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: 139957

REVISION NUMBER: 2

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.

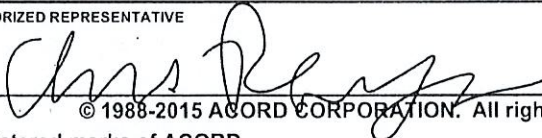
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	SI8ML03089-241	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			SI8ML03089-241	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			SI8EX02134-241	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Accident Medical			E880183-02	9/1/2024	9/1/2025	PER INJURY LIMIT \$ 300,000

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

Certificate issued for sanctioned activities of the state soccer association.

Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of: Fusion FC NKY

**CERTIFICATE HOLDER****CANCELLATION**

Boone County Board of Education  7056 Burlington Pike Florence KY 41042	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 
--	---



**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS  
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.