## **USE AGREEMENT**

This agreement made by and between the Boone County Board of Education,

Mike Wilson as Principal authorized so to act by direction of the Board of Education and

Fusion FC NKY

hereinafter referred to as "user" of the school facilities hereinafter described.

## WITNESSETH:

particularly described as follows:	Turf field rental	r to utilize certain school facilities more

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 compiled with and any other terms and conditions specified by the Principal. Any violation of such 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/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 users name.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the

User here unto set their hands this 17th day of January 2025.

Drinal (40802
Principal of Cooper High school
Leith K. Maryon /1/11 100
USER NAME / SIGNATURE
6021 Cordine Williams Wag
ADDRESS /
Burlington KY 41005 CITY STATE ZIP
<u>(859 ) 537 - 929 5</u>

PHONE NUMBER



## 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(les) 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 LIC #40558248 PHONE (A/C, No. Ext): E-MAIL FAX (A/C, No); 612-345-9683 Player's Health Cover USA Inc. ADDRESS: certificates@playershealth.com 718 Washington Ave North #402 INSURER(8) AFFORDING COVERAGE NAIC # Minneapolis MN 55401 **Everest National Insurance Company** INSURER A: 10120 INSURED INSURER B: Everst National Insurance Company 10120 Kentucky Youth Soccer Association INSURER C: Great American Insurance Company 16691 158 Constitution Street INSURER D INSURER E Lexington **KY 40507** 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. ADDLISUBR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (En occurrence) CLAIMS-MADE X OCCUR 100,000 \$ MED EXP (Any one person) EXCLUDED Y SI8ML03089-241 9/1/2024 9/1/2025 PERSONAL & ADV INJURY s 1,000,000 GENL AGGREGATE LIMIT APPLIES PER-**GENERAL AGGREGATE** s 5,000,000 POLICY PRODUCTS - COMP/OP AGG PARTICIPANT LEGAL LIAB 1,000,000 OTHER: 1,000,000 AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (En accident) 1,000,000 ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED В SI8ML03089-241 BODILY INJURY (Por accident) 9/1/2025 AUTOS 9/1/2024 NON-OWNED HIRED AUTOS ONLY PROPERTY DAMAGE (Por accident) AUTOS ONLY UMBRELLALIAR OCCUR **EACH OCCURRENCE** 5,000,000 EXCESS LIAB CLAIMS-MADE SI8EX02134-241 9/1/2024 9/1/2025 AGGREGATE s 5.000,000 DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yos, dosoribe under DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYER E.L. DISEASE - POLICY LIMIT **Accident Medical** C PER INJURY LIMIT E880183-02 \$ 300,000 9/1/2024 9/1/2025 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schodule, 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 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Boone County Board of Education AUTHORIZED REPRESENTATIVE** 7056 Burlington Pike Florence

ACORD 25 (2016/03)

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