

USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Kimberly Simpson as Principal authorized so to act by direction of the Board of Education and David Whitehouse, Director, Boone County Parks Department 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:

- Gym and Cafeteria

at the following times and dates: May 29th thru August 1st from 6:30 am to 6:30 pm. Closed the week of 6/30 thru 7/4.

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 3rd day of February, 2025.

Esperbeck Elementary SCHOOL

BY: [Signature]

PRINCIPAL

David Whitehouse

David Whitehouse, Director Boone County Parks

2950 Washington St

ADDRESS

Burlington, KY 41005

CITY

STATE

ZIP

859-334-2133(O) 859-801-2552

PHONE NUMBER

CERTIFICATE OF INSURANCE

Issue Date: January 31, 2024

INSURER KACo All Lines Fund 400 Englewood Drive Frankfort, Kentucky 40601 1-800-264-5226	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certification does not amend, extend or alter the coverage afforded by the policies below.
INSURED Boone County Fiscal Court 2950 Washington Street P.O. Box 960 Burlington, KY 41005-0960	Company Letter A: KACo All Lines Fund Company Letter B: Company Letter C: Company Letter D: Company Letter E:

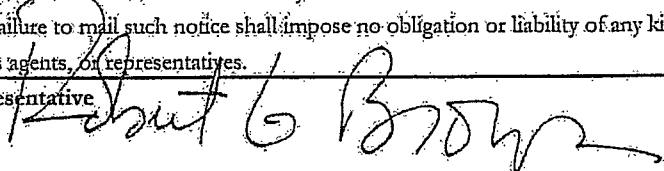
COVERAGES

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 terms, exclusions, and conditions of such policies. Limits shown may have been reduced by claims.

CO LTR	Type of Insurance	Policy Number	Policy Eff. Date	Policy Exp. Date		All Limits
A	General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owner's & Contractor's Prot.	P&C0073	7/1/2023	Until Cancelled	General Aggregate	\$8,000,000
					Products-Comp/Ops Aggr	
					Personal & Adv. Injury	
					Each Occurrence	\$5,000,000
					Medical Exp. (Any 1 Pers.)	\$5,000
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> Hired Auto <input type="checkbox"/> All Owned <input type="checkbox"/> Non-Owned <input type="checkbox"/> Scheduled				Combined Single Limit	
					Bodily Injury (Per Pers.)	
					Bodily Injury (Per Acc)	
					Property Damage	
					Deductible (comp/coll)	
	<input type="checkbox"/> Property <input type="checkbox"/> Inland Marine				As Per Statement on File	
	<input type="checkbox"/> Law Enforcement				Each Occurrence Aggregate	
	<input type="checkbox"/> Errors & Omissions				Each Occurrence Aggregate	
	<input type="checkbox"/> Flood					

Description of Operations/Locations/Vehicles/Special Items:

Use of Any School Facilities, for any dates, as specified for Boone Co Parks activities.

Certificate Holder <input type="checkbox"/> Loss Payee <input checked="" type="checkbox"/> Additional Insured Boone County Schools 8330 US HWY 42 Florence, KY. 41042	Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives. Authorized Representative: 
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