## **USE AGREEMENT**

This agreement made by and between the Boone County Board of Education, Kelly Smith 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 WH	EREOF the principa	d for and on be	half of the	Board of
Education and the	user hereunto set the	ir hands this	3rd	day of
	, 20 .			<u> </u>
12101 4/41	<u> </u>	<u> </u>		
	•			
N. H. O.	El gorio	OT.		
NORTH Pointe	ticm. SCHO	OL		
1/ //	Elem. SCHO Smith PRINCIPAL			
BY: Kelly	muth			
8	PRINCIPAL			
	16			
_ David W	hitehouse			
David Whitehous	e, Director Boone Co	ounty Parks		
David Willichous	, Director Booms Co	Junty 1 and		
0000 114 -1.14	. 04			
2950 Washington			A.	
	ADDRESS			
Burlington, KY 4	1005			
CITY	STATE	ZIP		
859-334-2133(O)	859-801-2552			
\	ONE NUMBER			
<b>*</b> • •	. —			



## Camp North Pointe

2025 PROGRAM USE/PAYMENT CONTRACT					
School (s): North Pointe Elementary					
Principal (s): Principal Smith					
Address: 875 North Bend Rd, Hebron, KY 41048					
Phone:(859) 334-7000					
Date(s) of Camp Northpointe Program: M-F, June 2 through August 1, 2025.  No program on July 4th.  Move in begins May 29th.  Parent Night May 29 from 4:30-6:30  Move out by August 1, 2025.					
Time of Camp North Pointe Program: 6:45 AM to 6:00 PM					
Facility Use: Boone County Parks will be given access to 2 areas: the school gymnasium, and cafeteria. We also need to have access/use of tables, playground, 1-2 sets of restrooms (1 set for campers, 1 for counselors if possible), large sink to fill coolers, outside water, and 1-2 milk coolers from May 31st through July 31. In return, campers and counselors are to be respectful and responsible to the school and staff while attending camp.					
Payment: Boone County Parks will pay \$145 per registered camper to North Pointe Elementary for use of the school facility.  Maximum of 55 campers per camp.					
Payment Schedule: Payment will be made to the above participating school in August.					
Principal/School Board Member Signature: <u>Kully Smuth</u> Date: <u>2/3/25</u>					
Park's Director Signature: David Whitehouse					
Date:					

Please sign and return by February 28th. Boone County Parks: 859-334-2117

CERTIFICATE OF INSURANCE Issue Date: January 31, 2024								
INSURER		issued as a matt	er of information					
KACo All Lines Fund								
400 Englewood Drive by the policies below.								
Frankfort, Kentucky 40601								
1-800-264-5226	Company Letter A:	KAC .	All Lines Fund					
INSURED		1,52,52,0,1	Anthrica a stituti					
1	Company Letter B:							
Boone County Fiscal Court	Company Letter C:							
2950 Washington Street	Company Letter D:							
PO Box 960	Company Letter E:							
Burlington, KY 41005-0960	<u> </u>	<del></del>	<u>,, </u>					
COVERAGES			*	The second se				
This is to certify that the policies of ins								
indicated. Notwithstanding any require	ment, term or condition	on of any contra	ct or other docui	nent with respect to which this				
certificate may be issued or may pertain	, the insurance afforde	d by the policie	s, described herein	is subject to all terms,	`			
exclusions, and conditions of such poli	cies. Limits shown ma	y have been red	uced by claims.					
				* <del>*</del>				
CO Type of Insurance	Policy	Policy Eff.	Policy Exp.		All Limits			
LTR	Number	Date	Date					
General Liability			· · · · · · · · · · · · · · · · · · ·	General Aggregate	\$8,000,000			
			<b>]</b> :	Products-Comp/Ops Aggr				
A Claims Made X Occurrence	P&C0073	7/1/2023	Until Cancelled	Personal & Adv. Injury				
Owner's & Contractor's Prot.		.4 -7		Each Öccurrence	\$5,000,000			
O WINCE SOUTH STATE OF THE STAT	ļ			Fire Damage (Any 1 Fire)				
			1	Medical Exp. (Any 1 Pers.)	\$5,000			
Automobile Liability	<u> </u>		<u> </u>	Combined Single Limit	40,000			
			ľ ·	Bodily Injury (Per Pers.)				
				Bodily Injury (Per Acc.)				
All Owned Non-Owned				Property Damage				
Scheduled			1.	Deductible (comp/coll)				
				Deductible (comb/ con)	-			
Property			,	Karba basas arang menggus				
Inland Marine			]	As Per Statement on File				
		<u> </u>	<u> </u>					
Law Enforcement				Each Occurrence				
				Aggregate				
Errors & Omissions				Each Occurrence				
3.		<del></del>	*	Aggregate				
Flood								
				·				
			· •	·	-			
<del></del>								
Description of Operations/Locations	Vehicles/Special	Items:						
Description of operations/mounts/	v carrotes) to prostar.	210,2110,						
	. 1 . 1	1 f El	a maide essint	.:				
Use of Any School Facilities, for any	dates, as specified	i tor Roove C	o Parks activi	ties				
					Y			
Certificate Holder	Cancellation:		<del></del>					
1								
Loss Payee								
X Additional Insured	X Additional Insured 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							
Boone County Schools	1	773	•					
1								
Authorized Representative								
Authorized Representative South 6 Sout								
				, , , , , , , , , , , , , , , , , , ,	• •			