

MEMO

TO: Dr. Jesse Bacon, Superintendent

FROM: Troy Wood, Chief Operations Officer *TW*

DATE: March 5, 2024

RE: Church of the Crossroads, Mt. Washington
Memorandum of Facilities Use Agreement

Attached for Board review and approval is a Memorandum of Facilities Use Agreement (MOA) for Church of the Crossroads in Mt. Washington. The MOA has been created by Emily Vessels and Eric Farris of Dinsmore. I am requesting the Board's approval of this agreement.

Contact me should you have additional questions.

Attachments:

- Memorandum of Facilities Use Agreement
- Insurance Documents

MEMORANDUM OF FACILITIES USE AGREEMENT

This Memorandum of Facilities Use Agreement (defined, collectively, as the "Agreement") is made between the **Bullitt County Board of Education** (hereafter "BCBOE"), and the **Church of the CrossroadS, Inc.**, a Kentucky non-profit corporation, (hereafter "User"), (BCBOE and User defined, collectively, as the "Parties").

RECITALS

A. BCBOE's mailing address and principal place of business for this Agreement is located at **1040 Highway 44 E, Shepherdsville, KY 40165;**

B. User's mailing address and principal place of business for this Agreement is located at **10848 Highway 44, Mount Washington, Kentucky 40047;**

C. User seeks to lease certain property owned by the BCBOE under the terms and conditions as set out herein.

Now, therefore, for and in consideration of the following promises, covenants and conditions, the Parties mutually agree to the following terms and conditions:

TERMS & CONDITIONS

1. **USE OF FACILITY.** BCBOE hereby permits User to use facilities within the Bullitt County Public School District (the "Facility") as offered through the Community Use of School Facilities, provided in Policies 05.3, 05.3 AP.1, 05.31, and 05.31 AP.21, (the "Policies") and referenced in the attached Schedule A. Approval of the use of the Facility shall be granted based on availability and principal permission. User shall use the Facility for the Church of the Crossroads programs only and for no other event or purpose. User acknowledges that no binding or enforceable agreement use of the Facility shall exist until and unless this Agreement has been signed by User and received by BCBOE.

2. TERM OF AGREEMENT

This Agreement begins July 1 and ends June 30 of each year, and shall automatically renew for successive one (1) year terms unless either party provides written notice of their intention not to renew at least thirty (30) days prior to the end of the current term. Either party may terminate this Agreement at any time, without cause, by providing at least ten (10) days' notice of the termination. However, BCBOE has the right to temporarily suspend use of the Facility by User or immediately terminate this Agreement without prior notice if (i) there are outstanding facility use invoices or (ii) the request is not in compliance with the Policies.

3. USER'S OBLIGATIONS.

3.1. User shall not make any alterations to the Facility, any fixtures, or equipment, unless otherwise approved by BCBOE. The Facility shall be left in a clean, safe condition. The User shall remove from the Facility all property and materials belonging to the User. If User damages the Facility, BCBOE shall have the option of either (1) requiring User, at User's own expense and risk, to restore the Facility to condition existing prior to the Event, or (ii) itself making the repairs and restorations to the

Facility. BCBOE shall have sole and complete discretion in deciding which option to exercise. If BCBOE decides to itself make the repairs and restorations to the Facility, the costs for same shall be borne solely by User. User shall reimburse BCBOE, for any repairs or restoration necessary to repair damages to the Facility caused by the User or the attendees of the Event no later than five (5) business days after BCBOE presents User with a written statement or invoice reflecting the nature and costs of the repairs.

3.2 User shall comply with all Policies during the term of this Agreement. Any fees associated with User's occupancy of the Facility will be determined at the time of use and will follow the guidelines set out in the Policies.

4. **ACCESS TO PROPERTY.** BCBOE shall have full access to the Facility. User shall not alter any locks or install any new or additional locks to the Facility.

5. **USER'S PROPERTY AND PARKING AREAS.**

5.1 BCBOE does not insure the personal property of the User its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.

5.2 User agrees to indemnify BCBOE and hold it harmless against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against BCBOE in connection with the negligence or misconduct of User, its employees, agents, guests or attendees.

5.3 User agrees to indemnify BCBOE, for any damages, loss or deficiency caused to any vehicle or person in the parking areas for any reason, including, but not limited to, as a result of fire, smoke, earthquake, flooding, theft, break-in, impact by other vehicles.

6. **INSURANCE.** User shall assume all liability for injury to persons or property by reason of its use of the Facility and shall indemnify and save harmless BCBOE from any loss or damage thereby. User shall maintain liability, property and casualty insurance upon the Facility in amounts approved by BCBOE. BCBOE shall be named as a Loss Payee and an Additional Insured on applicable insurance coverage(s) and certificates of insurance coverage(s) shall be delivered upon execution hereof and annually thereafter to BCBOE. Any insurance provided by the User shall apply on a primary basis and shall not require contribution from any insurance maintained by BCBOE. Any insurance or self-insurance maintained by BCBOE shall be in excess of, and shall not contribute with the insurance provided by User.

7. **NON-WAIVER.** Parties agree no waiver of any provisions or the breach of any provision of this Agreement constitutes a waiver of any subsequent breach of a provision described in this Agreement nor justifying or authorizing the nonobservance of any other provisions described in this Agreement, except as amended, modified, or agreed in writing between the Parties.

8. **APPLICABLE LAW & REMEDIES.** Parties agree (i) this Agreement is construed and enforced according to the laws of the state of Kentucky, and (ii) all claim(s), counterclaim(s), dispute(s), breach(es), action(s), and other matter(s) in dispute between the Parties arising or relating to this Agreement will be decided in a court of competent jurisdiction within the Commonwealth of Kentucky, County of Bullitt.

9. **SEVERABILITY.** Parties agree the remaining provisions of this Agreement will be unaffected and remain valid and enforceable to the full extent permitted by law in the event and for any reason any provision of this Agreement is held invalid or unenforceable under applicable law.

[Signatures on the Next Page.]

MEMORANDUM OF AGREEMENT


The representatives on behalf of the Parties below each personally represent and warrant possessing legal capacity and authority to acknowledge this Agreement on behalf of the Parties, and each do voluntarily acknowledge this Agreement on the effective dates below.

BULLITT COUNTY BOARD OF EDUCATION

By: _____
Jesse Bacon, Superintendent

Date: _____

CHURCH OF THE CROSSROADS

By:  _____
Roy E. Lorie Executive Pastor

Date: 3/5/25

Schedule A

1. School Facilities – 05.3 – Community Use of School Facilities
2. School Facilities – 05.3 AP.1 Community Use of School Facilities
3. School Facilities - 05.31 – Rental Application and Contract
4. School Facilities – 05.31 AP. 21 – Application and Agreement for Use of District Property



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2025

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 Independent Agents of KY 806 Stone Creek Parkway, Suite 1 Louisville KY 40223	CONTACT NAME: Kristyn Sage PHONE (A/C, No, Ext): (502) 459-8880 E-MAIL ADDRESS: certificates@IAKinsurance.com FAX (A/C, No): (502) 451-3268
INSURED CHURCH OF THE CROSSROADS, INC. 10848 HIGHWAY 44 E MOUNT WASHINGTON KY 40047-7274	INSURER(S) AFFORDING COVERAGE INSURER A: ERIE INS CO INSURER B: ERIE INS EXCH INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****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 <input type="checkbox"/> OTHER:			Q61-0223593	09/10/2024	09/10/2025	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input checked="" type="checkbox"/> N	N/A	Q93-1000959	09/10/2024	09/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Bullitt County Public Schools is included as an additional insured as per written contract. The General Liability Policy is Primary/Non-Contributory.

CERTIFICATE HOLDER**CANCELLATION**

Bullitt County Public Schools 1040 Highway 44 East Sheperdsville KY 40165	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 
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