

**LAND USE AGREEMENT BETWEEN THE
BOURBON COUNTY FISCAL COURT
AND THE BOURBON COUNTY BOARD OF EDUCATION**

THIS AGREEMENT made and entered into this day of July 2025, by and between Michael R. Williams, JUDGE EXECUTIVE, BOURBON COUNTY FISCAL COURT, (the "Fiscal Court"), and THE BOURBON COUNTY BOARD OF EDUCATION (the "Board").

WHEREAS, the Bourbon County Fiscal Court, has authorized Michael R. Williams, Judge Executive to enter into a Land Use Agreement ("Agreement") for the Real Property owned by the Fiscal Court known as the Millersburg Road Property ("Park"), located on Millersburg Road in Bourbon County, KY with the Board.

WHEREFORE, the Fiscal Court agrees to enter into a land use agreement with the Board for the purpose of permitting the Board to conduct school related academic and athletic activities at the Park, under the terms set-forth in this Agreement.

1. The parties agree that the Board will be responsible for and will pay for any damage to the Fiscal Court arising out of the use of the said Park, pursuant to this Agreement.
2. That the Fiscal Court shall not assume any liability for property lost or stolen on the Park premises, or for personal injuries sustained on the premises during Board's use of the premises and the Board hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that Board may sustain as a result of this Agreement. The Board further agrees to waive and release the Fiscal Court from any and all losses, claims, suits or judgments or damages that the Board might sustain as a result of any and all activities connected with or associated with this Agreement.
3. The Fiscal Court has agreed that the Bourbon County FFA shall be permitted to conduct farming and agricultural related activities at the Park for the duration of 2025-2026 school year. The Fiscal Court further agrees that the Board shall be permitted to hold athletic related practices and Board related competitions at the Park after the Superintendent or his designee provides the Judge Executive with a calendar, providing dates and times of practices and competitions and receives written approval from the Judge Executive. The electrical service and water at the Park shall be in the Board's name and the board shall pay for the electrical and water service that the Board uses at the Park.
4. The Board along with the Paris Independent Schools shall be permitted to have exclusive use of five tennis courts to hold Board tennis practices at the Park from 4:00 p.m. to 6:00 p.m.,

Monday through Friday, for the duration of the tennis season. The Board along with the Paris Independent Schools, shall coordinate their practice and game schedules between themselves. The Board along with the Paris Independent Schools shall be entitled to hold tennis matches at the Park and shall have exclusive use of five tennis courts from 4:00 p.m. until 7:30 p.m. on days of said

matches. The Board shall provide a list of home matches to the County Judge Executives Office before the start of the season. The Board shall be responsible for providing a game day manager for all matches. Trash shall be picked up after each practice and match by the Board and placed in a dumpster on site. Failure to pick up trash shall result in an initial warning and shall be subject to a fine of \$100.00 per occurrence after the initial warning. Concessions and additional portable bathrooms shall be the responsibility of the Board.

5. The Board shall provide the Fiscal Court with fifteen (15%) percent of the net sales from any event held in the Board's name in which the Board collects funds (including, but not limited to gate or ticket sales, parking, concessions or any other fee for the event. The Board shall also provide the Fiscal Court with fifteen (15%) percent of the net sales from the sale of any crop or livestock that was harvested or produced on the Park property by the Board.

6. That no beer, liquor or any alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any person at an event hosted by the Board. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder.

7. The Board shall be responsible for inspecting the Park property subject to this Agreement prior to each use and shall be responsible for bringing to the Fiscal Court's attention any potential dangers, safety hazards or problems. The Board is solely responsible for determining whether said facility(s) is safe, appropriate, and/or compatible for the Board's intended use of the park.

8. The Board is solely responsible for providing any and all supervision at all times during Board's use of the Park. Further, the Board shall be responsible for ensuring that Board's guests and invitees comply with all applicable rules and regulations pertaining to use of the Park.

9. The Board shall not permit any area of the Park to be used for any disorderly or unlawful purposes during the period of this Agreement.

10. To the extent permitted by Kentucky law, it is fully understood and agreed by the parties that the Board guarantees to defend, indemnify and hold harmless the Fiscal Court its employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.

11. The Board shall keep in force, to the satisfaction of the Fiscal Court at all times relevant

hereto, general liability and bodily injury insurance in amounts of \$1,000,000.00 for each person and each occurrence, and property damage insurance in amounts of \$500,000.00 for each occurrence and aggregate total of \$2,000,000.00. The Board agrees that before the covered function(s) may commence at the Park, the Board shall furnish Certificates of Insurance for the insurance coverage required herein, naming the Fiscal Court as an additional insured. The insurance shall contain no special limitation on the scope of protection afforded the Fiscal Court and shall contain a "contractual liability" clause. The Board's insurance shall be primary insurance with respect to the Fiscal Court. Any insurance maintained by the Fiscal Court shall be in excess of Board's insurance and shall not

contribute with it. The Board's insurer shall agree to waive all rights of subrogation against the Fiscal Court. Before this Agreement goes into effect, the Board shall deliver to the District a Certificate of Insurance satisfactory to the Fiscal Court.

12. The Board shall comply with any and all applicable state laws, of the Commonwealth of Kentucky and local ordinances and permit procedures.

13. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

14. This Agreement may not be assigned by Board without the Fiscal Court's prior written consent.

15. This Agreement shall be enforce as of the date of the execution of the parties and shall automatically renew each year, unless either party requests in writing to the other party that they wish to not renew this Agreement. Either party may cancel this agreement with fourteen (14) days

written
notice.

16. This Agreement represents the entire understanding between the parties. This Agreement may be modified or altered only by further agreement in writing between the parties.

17. Interpretation of this Agreement shall be governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

BOURBON COUNTY FISCAL COURT

By: _____

MICHAEL R. WILLIAMS

Its: Bourbon County Judge-Executive

BOURBON COUNTY BOARD OF EDUCATION

By: _____

Dr. LARRY BEGLEY

Its: Superintendent

COMMONWEALTH OF KENTUCKY

COUNTY OF BOURBON

The foregoing instrument was subscribed and sworn to before me by Michael R. Williams, on behalf of the Bourbon County Fiscal Court this the ____ day of July, 2025.

Notary Public, State-at-Large

My Commission Expires: _____

Notary ID #: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF BOURBON

The foregoing instrument was subscribed and sworn to before me by Superintendent Dr. Larry Begley, on behalf of Bourbon County Board of Education this the ____ day of July, 2025.

Notary Public, State-at-Large

My Commission Expires: _____

Notary ID#: _____