

# USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Patrick Ryan as Principal authorized so to act by direction of the Board of Education and Gray Middle School PTSO 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:

**The gym, cafeteria, courtyard, and grounds as agreed by Principal and PTSO.**

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**Tallgate Event Aug. 29, 2025 5-7pm, Color Run Oct. 9, 2025 at the following times and dates: 1:00pm to 3pm, Sweetheart Dance Feb 6, 2026 6-8pm, After school Mixer April 24, 2026 2:45-5pm, 8th Grade Dance May 16, 2026, 7-9pm, and PTSO Meetings 5:30-6:30 the following dates: Aug. 18, 2025, Sept. 8, 2025, Oct. 6, 2025, Nov. 10, Dec. 8, 2025, Jan 12, 2026, Feb. 9, 2026, March 9, 2026, April 13, 2026, and May 11, 2026.**

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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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
SCHOOL

BY:   
PRINCIPAL

 **Katharine Moore, President GMS PTSO**  
USER/SIGNATURE

**GMS PTSO 10400 US Hwy 42**  
ADDRESS

**Union, KY 41091**  
CITY STATE ZIP

**864-421-2152 GrayMiddlePTSO@gmail.com**  
PHONE NUMBER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/24/2024

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(ies) must 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).

<b>PRODUCER</b> DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers 10148 Riverside Drive Toluca Lake, CA 91602	<b>CONTACT NAME:</b> Joseph Guerrero <b>PHONE (A/C, No, Ext):</b> (800) 364-2433 <b>E-MAIL ADDRESS:</b> support@rvnuccio.com	<b>FAX (A/C, No):</b> (818) 980-1595
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gray Middle School Parent Teacher Student Organization 10400 US Hwy 42 Union, KY 41091	<b>INSURER A:</b> Fireman's Fund Insurance Company	<b>NAIC #</b> 21873
	<b>INSURER B:</b> Axis Insurance Company	<b>NAIC #</b> 37273
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		UST021067230 NANPO0066454	9/25/2024	9/25/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES \$ 100,000 MEDICAL EXPENSE \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>					AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers		NPODO0074710	9/25/2024	9/25/2025	\$1,000,000
A	Sexual Misconduct Liability		NANPO0066454	9/25/2024	9/25/2025	\$1,000,000/\$1,000,000

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

Evidence of Insurance Only

**CERTIFICATE HOLDER**                      **CANCELLATION**

Evidence of Insurance Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Joseph Guerrero