

Use Agreement

This agreement made by and between the Boone County Board of Education, _____ Andrew Gatewood _____ as Principal authorized so to act by direction of the Board of Education and _____ Kathryn Lovold, PTA President _____ 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:

Gymnasium, Cafeteria, Kitchen, Library, Various Classrooms as needed (no more than 3), North & South Parking Lots

at the following times and dates: See attached list of PTA Scheduled Events for the 2025-26 School Year.

_____ 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 or District Administration and permission for use may be terminated without cause by notice from Principal or District Administration.
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.
8. The User acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of their organization or the activity.

SCHOOL FACILITIES

05.31 AP.21
(CONTINUED)

Use Agreement

IN WITNESS WHEREOF the Principal for and on behalf of the Board of Education and the User hereunto set their hands this 15th day of September, 20 25.

Burlington Elementary
SCHOOL

BY: [Signature]
PRINCIPAL

Kathryn M. Towled
USER

5946 Orient Street

ADDRESS

Burlington, Kentucky 41005

CITY STATE ZIP

859 - 334 - 4440

PHONE NUMBER

PTA EVENTS 2025-26 SCHOOL YEAR

- 1) **Event:** Trunk or Treat
Date: October 24, 2025
Event Time: 6:00 – 8:00 p.m.
Actual Time (includes set-up/tear down/clean-up): 5 hours
Expected No. Attendees: 400
Location of Event: North Parking Lot

- 2) **Event:** Breakfast with Santa
Date: December 6, 2025
Event Time: 9:00 – 11:00 a.m.
Actual Time (includes set-up/tear down/clean-up): 5 hours
Expected No. Attendees: 250
Location of Event: Gymnasium & Cafeteria

- 3) **Event:** Valentine's Event
Date: February 13, 2026
Event Time: 6:00 – 8:00 p.m.
Actual Time (includes set-up/tear down/clean-up): 5 hours
Expected No. Attendees: 250
Location of Event: Gymnasium, Cafeteria & 3 classrooms

- 4) **Event:** Springapalooza
Date: May 8, 2026
Event Time: 5:30 – 8:00 p.m.
Actual Time (includes set-up/tear down/clean-up): 6 hours
Expected No. Attendees: 400
Location of Event: South Parking Lot



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2025

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 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 Association Insurance Management 12221 Merit Drive, Suite 1670 Dallas, TX 75231 Insured Number: KY194916	CONTACT NAME: AIM		
	PHONE No: 800-876-4044	FAX No: 214-360-0802	
EMAIL ADDRESS: AIM@AIM-COMPANIES.COM			
INSURED Burlington Elementary PTA 5946 N Orient St Burlington, KY 41005	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Concert Specialty Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

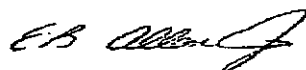
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	GL2025AIM38567	09/16/2025	09/01/2026	EACH OCCURRENCE	\$ \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/PROP AGG	\$ 2,000,000
							Sexual Abuse/Molestation	\$
							Media Liability	\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	
			BODILY INJURY (Per accident)					
			PROPERTY DAMAGE (Per accident)					
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED							
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Fidelity Bond (Crime) Property (Business Personal) Directors and Officers			CR2025AIM28378 IM2025AIM05991 DO2025AIM32334	09/16/2025	09/01/2026	Occurrence \$10,000 Occurrence \$10,000 Aggregate \$1,000,000	

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

Boone County Schools is added as an additional insured under the General Liability policy only, on a primary and non-contributory basis subject to a written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

Boone County Schools 8330 US Highway 42 Florence, KY 41042	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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07/03/2025

Facility Use Agreement Application

This application must be completed and attached to the Facility Use Agreement along with all corresponding required documents. Incomplete applications or those submitted without all required documents will be returned without consideration.

Today's Date September 15, 2025

Requestor's Contact Information Kathryn Lovold, President
Name: _____

Organization: Burlington Elementary Parent Teacher Association (PTA)

Does this organization have non - profit status? X Yes No
If yes, please attach documentation.

Contact number: 859-486-0496

Email address: katie.lovold@gmail.com

School / Location Requested Burlington Elementary School, 5946 Orient Street,
Burlington, Kentucky 41005

List all areas needed: Gymnasium, Cafeteria, Kitchen, Library, Various Classrooms as
needed (no more than 3), North & South Parking Lots

**** ex. Auditorium, football field, practice field, parking lot, classrooms (list number
needed) kitchen, cafeteria etc.** See attached list of PTA Scheduled Events for the
2025-26 School Year.

Date(s) of program / event : _____

Program/ event time: See attached event list.

Actual time needed: See attached event list. include set up / tear down / clean up
/ restoration time

Expected number of attendees: See attached event list.

Is this event part of a fundraiser? Yes X No **** If yes, please attach a copy of
the submitted fundraiser approval**

How is this event/ program being advertised? Please attach any relevant flyers, media
notices, social media postings, registration information etc.

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Events will be publicized on the BES Weekly Newsletter on the BCS App, on the BES PTA Facebook Page and a flyer will be sent home to students 1 month prior to each event.

Do you have liability insurance? ☒ Yes ☐ No ** If yes, please attach a copy of your Certificate of Insurance.

Who is responsible for supervision of the attendees of this event / program?

School staff and PTA volunteers.

Purpose of the event / program:

PTA events are offered to provide BES families with the opportunity to feel more involvement in the school, as well as offering social experiences for the students outside of the classroom. PTA events are usually offered free of charge to the school community.

Safety and Emergency Procedures:

Event attendees will follow school emergency plan.

Inclement Weather Plan :

Events will be rescheduled at a TBD new date.

Site restoration plan:

** Include the plan for trash removal, cleaning of facilities, returning of equipment etc.
For programs over multiple days, there should be a plan for nightly restoration.

All clean-ups will be completed by PTA volunteers and BES custodial staff.

For outdoor only events:

07/03/2025

Plan for restroom facilities. Will you be using school facilities? Providing portable restrooms?

Yes, we will be using the school's restroom facilities for the attending students and their families.

This section to be completed by school or district administration

Please initial each item.

AG Administration has reviewed the application in its entirety and has attached all required documents.

AG Administration has checked the **Active Facility and Construction Projects** document to ensure there is no conflict with scheduled work.

NA For athletic events, administration has coordinated with the Athletic Director to ensure there is no conflict with previously scheduled events.

Rental Application and Contract**CONDITIONS OF RENTAL**

All rental of school facilities is subject to the following conditions:

1. An official application shall be made to the Superintendent or his designee.
2. Rentals will be made only to responsible and organized groups, and responsible officers of that group must sign the application and the contract.
3. Conditions of that contract shall include:
 - a. Acceptance of responsibility by officials of the renting organization for any damage or loss resulting from the rental; YML Initials
 - b. Agreement that renting organizations, and officers thereof, shall assume all liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it; YML Initials
 - c. Agreement to observe all fire and safety regulations; YML Initials
 - d. Agreement that the use of any tobacco product, alternative nicotine product, or vapor product shall not occur on or in all property. The use of alcoholic beverages is prohibited in school buildings or on school grounds; YML Initials
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; YML Initials
 - f. The presence of a school custodian at all times. The hourly wage of the custodian(s) must be included in the contract along with the social security and retirement payments required by law. If the custodian is employed beyond the normal 40-hour week that he works for the Board, overtime wages must be paid. YML Initials
 - g. The presence of a food-service employee when kitchen facilities are used. The hourly wage of the employee must be included in the contract along with social security and retirement payments required by law. YML Initials
 - h. Agreement that no kitchen equipment may be used outside the building; YML Initials
 - i. Agreement that no alterations to the buildings or grounds be made without prior approval; YML Initials
 - j. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract; YML Initials
 - k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; YML Initials
 - l. Agreement to leave the facilities in as good a condition as before used. Groups using outdoor facilities free of charge shall do the cleaning themselves or bear the cost of necessary custodial services. YML Initials
 - m. Agreement that only the agreed upon, assigned areas / spaces of the property may be used. YML Initials

- n. Agreement that parking in designated areas will be enforced by the renter. There is no parking in grass areas or non-designated parking areas unless included as part of the original facility use agreement. Km Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage Km Initials

REFERENCES:

KRS 158.149; KRS 162.055; KRS 438.050; KRS 438.305

OAG 81-295

P. L. 114-95, (Every Student Succeeds Act of 2015)

SCHOOL FACILITIES

05.31
(CONTINUED)

Rental Application and Contract

RELATED POLICIES:

03.1327; 03.2327; 05.3; 06.221; 09.4232; 10.3; 10.5

Adopted/Amended: 8/8/2019
Order #: VI.2A

SCHOOL FACILITIES

**05.31 AP.21
(CONTINUED)**

Fee Schedule

GYMNASIUM

Community Recreational Use	\$ 25.00 per hour
Other Uses	\$100.00 per hour
	3 hour minimum

CAFETERIA/KITCHEN FACILITIES

	\$100.00 per hour
	3 hour minimum

HIGH SCHOOL AUDITORIUM

	\$100.00 per hour
Gym with stage/Cafeteria with stage	3 hour minimum

The hourly rate plus fixed charges and overtime, when appropriate, will be charged for employees necessary to facilitate building rental.

Review/Revised:7/21/2011