

SCHOOL FACILITIES

05.31 AP.21

Use Agreement

This agreement made by and between the Boone County Board of Education, Andy Gatewood as Principal authorized so to act by direction of the Board of Education and Busy Being hereinafter referred to as "User" of the school facilities hereinafter described. Kids Yoga

WITNESSETH:

The Principal does hereby agree to permit User to utilize certain school facilities more particularly described as follows:

Classroom, gym or cafe.

at the following times and dates: Tuesdays and/or Thursdays November 4th - Dec. 18th 2025, 4-5 PM 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 hereto set their hands this 10 day of September, 2025.

Burlington Elementary SCHOOL

BY:


PRINCIPAL

Busy Being Kids Yoga
USER

2916 Highland Avenue
ADDRESS

Cincinnati OH 45219
CITY STATE ZIP

(513) 833-5581
PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2025

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 Insurance Canopy North Chesterfield VA 23234	CONTACT NAME: PHONE (A/C, No, Ext): (844) 520-6993 FAX (A/C, No): E-MAIL ADDRESS: info@insurancecanopy.com
INSURED Busy Being Kids Yoga 3376 Wasson Rd. Unit B Cincinnati OH 45209	INSURER(S) AFFORDING COVERAGE INSURER A: Accelerant Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 16890

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

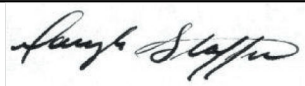
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	S0220GL00000100-CPT207265	06/25/2025	06/25/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				GENERAL AGGREGATE \$ 3,000,000
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				PRODUCTS - COMP/OP AGG \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				ANIMAL BAILEE \$
		<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
		<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
		<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
		<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
It is understood and agreed that the Certificate Holder is named as Additional Insured per attached CG 20 26 (Ed. 04 13) - Additional Insured - Designated Person or Organization subject to all policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Burlington Elementary 5946 N Orient St Burlington, KY 41005, United States	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Burlington Elementary

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. in the performance of your ongoing operations; or
- 2. in connection with your premises owned by or rented to you.

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or
- 2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
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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 9/10/2025

Requestor's Contact Information

Name: Heather Smith- Heather.smith@boone.kyschools.us or 859-466-6543

Organization: Busy Being

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

Contact number: (513) 833-5581

Email address: _____

School / Location Requested
Burlington Elementary

List all areas needed:

Classroom, Gym, or Cafe

**** ex. Auditorium, football field, practice field, parking lot, classrooms (list number needed) kitchen, cafeteria etc.**

Date(s) of program / event: Tuesday/Thursday from Nov. 4th - Dec. 18th, 2025

Program/ event time: 4:00 pm- 5:00 pm

Actual time needed: 4 - 5 pm Include set up / tear down / clean up / restoration time

Expected number of attendees: 15- 20 students

Is this event part of a fundraiser? Yes ☒ 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.

07/03/2025

We will share information about this club on our school communication app

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?

Mrs. Smith will be the club sponsor and will be on site and available during all programs.

Purpose of the event / program:

Offer enrichment and extra curricular activities to our school families at an affordable price and at a convenient location.

Safety and Emergency Procedures:

We will follow school safety procedures.

Inclement Weather Plan :

If there is inclement weather in the forecast we will cancel.
If weather arrives during clubs we will again follow our school inclement weather procedures.

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.

There should be no need for restoration. Club leaders and sponsors will be clean up after each meeting.

For outdoor only events:

07/03/2025

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

N/A- all activities will take place inside the school building.

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.

AG 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; EH 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; EH Initials
 - c. Agreement to observe all fire and safety regulations; EH 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; EH Initials
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; EH 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. EH 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. EH Initials
 - h. Agreement that no kitchen equipment may be used outside the building; EH Initials
 - i. Agreement that no alterations to the buildings or grounds be made without prior approval; EH 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; EH Initials
 - k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; EH 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. EH Initials
 - m. Agreement that only the agreed upon, assigned areas / spaces of the property may be used. EH 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. EH Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage EH 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 AP21
(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