

Use Agreement

This agreement made by and between the Boone County Board of Education, Deshae Barnhorst as Principal authorized so to act by direction of the Board of Education and Tony Mason w/ Stephanie EKS 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 & Restroom Facilities

at the following times and dates: Saturday November 15th 2025
10am - 1pm 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.

Use Agreement

IN WITNESS WHEREOF the Principal for and on behalf of the Board of Education and the User hereunto set their hands this 10 day of September, 20 25.

Collins Elementary SCHOOL

BY: Rusha Bonhead
PRINCIPAL

Tom Mason
USER

7704 Dixie Hwy
ADDRESS

FLORENCE Ky 41042
CITY STATE ZIP

859-816-5430
PHONE NUMBER

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2025

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 Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: Elks Insurance Program	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 800-421-3557	E-MAIL ADDRESS: GGB.Elksinsurance@aig.com	
INSURED Benevolent and Protective Order of Elks of the USA 2750 N. Lakeview Avenue Chicago, IL 60614	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B: Boone County School District; 8330 US Highway 42; Florence, Ky 41042		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 835125444**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 INSD 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"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Occurrence		MWZY31289225	3/31/2025	3/31/2026	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 LIQUOR LIABILITY AGG \$ 1,500,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB31289125	3/31/2025	3/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: National Hoop Shoot Contest The certificate is provided as evidence of General Liability insurance coverage to school boards, districts, municipalities or other landlords and property owners of facilities used by the Elks for the "Hoop Shoot" Free Throw Program.

CERTIFICATE HOLDER**CANCELLATION**

Evidence Of Coverage

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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Facility Use Directors for the Requestor

Thank you for your interest in using one of our facilities, fields and / or parking lots. In order to complete the request process, please follow the directions below. This process must be adhered to closely and all required documents must be submitted together.

Step 1 - Contact the school to make the initial request.

The school will check to see the following:

- Is there enough time to submit the request to the Operations Department to make it on the next board packet. If the request will not meet the submission deadline, the request will be immediately denied.
- Are there any conflicting events at the school? If there are any conflicts with activities or maintenance projects, the request will be immediately denied. ,

If there are no issues with the items in Step 1 then you may proceed to Step 2.

Step 2 - The school will provide you with the Facility Use Agreement Packet.

This packet contains 4 documents. All documents must be completed in their entirety and submitted at one time with all required attachments. Incomplete forms or submissions without all required documents will be denied without further consideration.

1. Facility Use Directions for Requestor - information only.
2. Facility Use Application - You, the Requestor, complete this document.
 - a. You must provide a response to every question.
 - b. Questions which do not apply to your organization must include "N/A" as the response. Do not leave any questions blank.
 - c. Questions should be answered fully with sufficient details so that follow up questions are not required.
 - d. The last section of the application will be completed by the school administrator.
3. Facility Use Rental Application and Contract - You, the Requestor, should read and initial next to each item indicating an understanding of the expectations.
4. Facility Use Agreement - This document can be completed by either the requestor or the school administrator.
5. A Certificate of Insurance (COI) is required for all groups.
 - a. This document must be attached to the application.
 - b. A Verification of Insurance is not acceptable - it must be a Certificate of Insurance.
 - c. Please verify that the following boxes contain the correct information on the Certificate of Insurance.
 - i. Insured
 1. Check to make sure the name / group listed in the "Insured" box matches all of the other documents.
 - ii. Policy Effective and Policy Expiration Dates
 1. The policy dates must be current.

2. If the request is for multiple dates and the policy expires during that timeframe, you can submit it but you will be required to provide an updated COI to the school. Failure to provide the updated COI will result in cancellation of your access to the facility.
3. Certificate Holder
 - a. The Certificate Holder should be listed as:
 - i. Boone County School District 8330 US Highway 42 Florence KY 41042
 - b. The individual school is NOT listed here. If your insurance provider does not complete this section correctly, you must request a correction.

Step 3 - Submit all completed documents to the school.

Submission of the documents does not guarantee approval. The school will forward all documents to the Operations Department for processing and placement on the board agenda.

- Once the request has been approved by the board, the Operations Department will return the approved documents to the school.
- The school will then contact you, the Requestor, to advise of the approval.
- No advertising or promotion of the event should take place until approval is received.
- Communication regarding approvals will come from the school. Please do not contact the Operations Department for status updates.

Additional Details:

- If there is a need to make a minor change to the date(s) of the request due to weather, program changes etc. the requestor will need to contact the school to discuss

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 09/03/2025

Requestor's Contact Information

Name: Tony Mason

Organization: Florence Elks #314

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

Contact number: 859-746-3557

Email address: 314.elks.secretary@gmail.com

School / Location Requested Collins Elementary

List all areas needed: Gymnasium

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

Date(s) of program / event : Saturday - November 15, 2025

Program/ event time: 10:00 am - 1:30 pm

Actual time needed: 9:30 am Include set up / tear down / clean up / restoration time

Expected number of attendees: Approx. 50 plus volunteers

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

Fliers to schools in Boone, Kenton & Grant County (After approval has been given), Social Media announcing event. A blank flier has been attached in the interm

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?

Requester and additional volunteers

Purpose of the event / program: Elks Hoop Shoot Program - Free Throw Shooting Contest

Safety and Emergency Procedures: In accordance with school procedures

Inclement Weather Plan : N/A

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.

ELSK WILL BE RESPONSIBLE FOR CLEAN UP

For outdoor only events:

07/03/2025

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

School facilities

This section to be completed by school or district administration

Please initial each item.

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

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

JB 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; E 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; E Initials
 - c. Agreement to observe all fire and safety regulations; E 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; E Initials
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; E 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. E 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. E Initials
 - h. Agreement that no kitchen equipment may be used outside the building; E Initials
 - i. Agreement that no alterations to the buildings or grounds be made without prior approval; E 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; E Initials
 - k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; E 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. E Initials
 - m. Agreement that only the agreed upon, assigned areas / spaces of the property may be used. E Initials

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



ELKS HOOP SHOOT FREE THROW CONTEST

THE OPPORTUNITY TO PUT YOUR
NAME IN THE NAISMITH MEMORIAL
BASKETBALL HALL OF FAME.

CONTEST LOCATION: _____

HOSTED BY: _____ LODGE NO. _____

DATE: _____ TIME: _____

DIRECTOR: _____ CONTACT: _____

The Elks Hoop Shoot, funded by the Elks National Foundation, is a free throw contest for children ages 8 to 13. Age group is determined by contestant's age as of April 1, 2026. For more information, contact the Lodge Elks Hoop Shoot Director listed above or visit elks.org/hoopshoot.



Elks
National
Foundation, Inc.

2750 N. Lakeview Ave. | Chicago, IL 60614 | 773/755-4758 | hoopshoot@elks.org | elks.org/hoopshoot