

USE AGREEMENT

This agreement made by and between the Boone County Board of Education,

Kim Simpson as Principal authorized so to act by direction of the
Board of Education and Erpenbeck PT50
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:

Campus, cafeteria, gym, library

at the following times and dates: 9/5/2025 - 05/21/2026

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 BOBE 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 9th day of

September, 2025

BY: K

PRINCIPAL

[Signature]
USER/SIGNATURE

10036 CEDARWOOD DR.
ADDRESS

UNION / KY 41091
CITY STATE ZIP

317-619-7817
PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2025

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 DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers 10148 Riverside Drive Toluca Lake, CA 91602	CONTACT NAME: Joseph Guerrero	FAX (A/C, No): (818) 980-1595	
	PHONE (A/C, No, Ext): (800) 364-2433	E-MAIL ADDRESS: support@rvnuccio.com	
INSURED Erpenbeck Elementary Parent Teacher Organization 9001 Weatherington Blvd. Union, KY 41091	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Fireman's Fund Insurance Company		21873
	INSURER B: Axis Insurance Company		37273
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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.

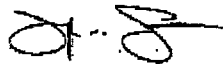
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		UST021067240 NANPO0071371	9/17/2025	9/17/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES</td><td>\$ 100,000</td></tr><tr><td>MEDICAL EXPENSE</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	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		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
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AGGREGATE	\$																			
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
A	Directors and Officers		NPODO0080122	9/17/2025	9/17/2026	\$1,000,000														
B	AD&D Medical Plus		NPOAM0052585	9/17/2025	9/17/2026	\$25,000														
A	Sexual Misconduct Liability		NANPO0071371	9/17/2025	9/17/2026	\$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.
	AUTHORIZED REPRESENTATIVE Joseph Guerrero 

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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 9/19/25

Requestor's Contact Information

Name: Jordan Miller

Organization: P TSO

Does this organization have non - profit status? ☒ Yes ☐ No

If yes, please attach documentation.

Contact number: (317) 619-7817

Email address: Jordymiller@gmail.com

School / Location Requested

Erpenbeck Elementary School.

List all areas needed:

Bus loop, parking lot

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

Date(s) of program / event : 10/17/25 - Trunk or Treat

Program/ event time: 6:00 - 8:00 PM

Actual time needed: 3:40 - 9:00 PM Include set up / tear down / clean up / restoration time

Expected number of attendees: 1,000

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.

10/17 - Trunk or
Treat

2/27 - Daddy
Daughter
Dance

07/03/2025

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?

Admin. Team

Purpose of the event / program:

COMMUNITY EVENT FOR FALL

Safety and Emergency Procedures:

Safety protocols will be reviewed prior to event
SRO will be on site.

Inclement Weather Plan:

Event will be cancelled

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.

PTSO BOARD TO PICK UP
TRASH & CLEAN UP

For outdoor only events:

07/03/2025

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

Port-a-potty available on playground.

This section to be completed by school or district administration

Please initial each item.

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

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

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

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 9/19/25

Requestor's Contact Information

Name: Jordan Miller

Organization: PTSO

Does this organization have non - profit status? ☒ Yes ☐ No

If yes, please attach documentation:

Contact number: (317) 619-7817

Email address: Jordymiller@gmail.com

School / Location Requested

Expenbeck Elementary School.

List all areas needed:

Cafeteria, gym, parking lot

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

Date(s) of program / event : ~~10/24/25~~ 2/27 - Daddy Daughter Dance

Program/ event time: 6:00 - 9:00 PM

Actual time needed: 3:40 - 10:00 PM Include set up / tear down / clean up / restoration time

Expected number of attendees: 500

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

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?

Admin Team

Purpose of the event / program:

STUDENT ENGAGEMENT

Safety and Emergency Procedures:

Safety Protocols will be reviewed
w/ PTSD prior to event

SRO will be on site.

Inclement Weather Plan :

A back-up date will be discussed. TBD

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.

PTSD BOARD & VOLUNTEERS
WILL PICK UP TRASH & CLEAN UP

For outdoor only events:

07/03/2025

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

Inside - will use restrooms in the white hallway

This section to be completed by school or district administration

Please initial each item.

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

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

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

Mr. Miller - P TSO

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

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