

USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Ryan Burck as Principal authorized so to act by direction of the Board of Education and Florence Elem. PTO 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, library

at the following times and dates: see attached schedule of events.

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 23rd day of September, 20 25.

Florence Elementary SCHOOL

BY: Ryan Burch
PRINCIPAL

[Signature]
USER/SIGNATURE

103 CENTER STREET
ADDRESS

FLORENCE KY 41042
CITY STATE ZIP

217-413-1504
PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2025

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: KY223520	CONTACT NAME: AIM PHONE No: 800-876-4044 FAX No: 214-360-0802 EMAIL ADDRESS: AIM@AIM-COMPANIES.COM INSURER(S) AFFORDING COVERAGE INSURER A: Concert Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
INSURED Florence Elementary School PTO 103 Center Street Florence, KY 41042	NAIC #

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	GL2024AIM19803	10/15/2024	10/15/2025	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"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						Sexual Abuse/Molestation	\$
	<input type="checkbox"/> ALL OWNED AUTOS						Media Liability	\$
	<input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	
	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> PROPERTY DAMAGE (Per accident)							
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> OCCUR							
	<input type="checkbox"/> CLAIMS-MADE							
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					WC STATU-TORY LIMITS	OTH-ER
	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 Directors and Officers			CR2024AIM14614 DO2024AIM16584	10/15/2024	10/15/2025	\$10,000 Per Occurrence/Aggregate \$1,000,000 Per Occurrence/Aggregate	

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

Boone County School District 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 School District
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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ACORD 25 (2010/05)

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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 9/3/25

Requestor's Contact Information

Name: SAIME MAHONEY

Organization: FLORENCE ELEMENTARY PTO

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

Contact number: 217-413-1504

Email address: florenceelementarypto.ky@gmail.com

School / Location Requested

FLORENCE ELEMENTARY

List all areas needed:

CAFETERIA, GYM, PARKING LOT, PLAYGROUND, LIBRARY

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

Date(s) of program / event : SEE ATTACHED LIST.

Program/ event time: SEE ATTACHED LIST.

Actual time needed: SEE ATTACHED LIST Include set up / tear down / clean up / restoration time

Expected number of attendees: SEE ATTACHED LIST

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

WE HAVE MULTIPLE EVENTS WE ARE REQUESTING USE FOR
WE ARE IN THE PROCESS OF SUBMITTING APPROVALS.

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

07/03/2025

FLYERS, SOCIAL MEDIA AND BOONE COUNTY APP. WE
WILL SUBMIT FLYERS WITH THE FUNDRAISING APPROVAL FORM
AS NOT ALL EVENTS HAVE FLYERS CREATED YET.

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?

THE FES PTO OFFICERS, FES STAFF AND PARENTS OF
STUDENTS ARE REQUIRED TO ATTEND ALL EVENTS.

Purpose of the event / program:

ALL EVENTS ARE INTENDED TO PROVIDE FES FAMILIES
OPPORTUNITIES TO HAVE FUN AT A SAFE LOCATION AND
BUILD COMMUNITY AS WELL AS RAISE FUNDS FOR
THE BETTERMENT OF THE SCHOOL.

Safety and Emergency Procedures:

WE WILL FOLLOW THE SCHOOL'S GUIDELINES. A MEMBER OF
FES ADMINISTRATION IS PRESENT AT ALL EVENTS TO
ASSIST IN IMPLEMENTATION.

Inclement Weather Plan :

WE WILL FOLLOW THE SCHOOL'S GUIDELINES. IF SCHOOL IS
CANCELED DAY OF THE EVENT, THEN THE EVENT WILL
BE CANCELED OR RESCHEDULED. WE WILL NOTIFY
PARTICIPANTS VIA THE BOONE COUNTY APP. IF INCLEMENT
WEATHER OCCURS DURING AN EVENT WE WILL FOLLOW SCHOOL
GUIDELINES. AN FES ADMINISTRATOR IS PRESENT AT ALL EVENTS.

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.

WE WILL REMOVE TRASH TO DUMPSTERS ON SITE, SWEEP
ROOMS UTILIZED, AS WELL AS RETURN ANY EQUIPMENT
TO ITS PROPER LOCATION AFTER EVERY EVENT.

For outdoor only events:

07/03/2025

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

WE WILL USE SCHOOL FACILITIES FOR THE COLOR
RUN

This section to be completed by school or district administration

Please initial each item.

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

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

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

Florence Elementary School PTO
2025 – 2026 Calendar of Events

SEPTEMBER

Saturday, September 20th – Color Run

- Event/Actual Time: 9:45-11:30am
- Actual Time Needed:
 - Setup: Friday, September 19th 6-7pm and Saturday, September 20th 8:30-9:45am
 - Cleanup: 11:30 am to 1pm
- Expected number of attendees: 100
- Location: Parking Lot

OCTOBER

Monday, October 6th – Monthly PTO Meeting

- Event/Actual Time: 5:45-7pm
- Expected number of attendees: 10
- Location: Cafeteria

Friday, October 17th – Glow Dance

- Event Time: 6-8pm
- Actual Time Needed:
 - Setup: 3-6pm
 - Cleanup: 8-9pm
- Expected number of attendees: 150
- Location: Gymnasium and Cafeteria

NOVEMBER

Monday, November 3rd – PTO Meeting

- Event/Actual Time: 5:45-7pm
- Expected number of attendees: 10
- Location: Cafeteria

Thursday, November 20th – Movie Night

- Event Time: 6-8pm
- Actual Time Needed:
 - Setup: 3-6pm
 - Cleanup: 8-9pm
- Expected number of attendees: 100
- Location: Gymnasium

DECEMBER

Monday, December 1st – PTO Meeting

- Event/Actual Time: 5:45-7pm
- Expected number of attendees: 10
- Location: Cafeteria

Friday, December 12th – Holiday Hullabaloo

- Event Time: 5:30-8pm
- Actual Time Needed:
 - Setup: 3-6pm
 - Cleanup: 8-9pm
- Expected number of attendees: 250
- Location: Gymnasium, Cafeteria, Library, Playground

JANUARY

Monday, January 5th – PTO Meeting

- Event Time/Actual: 5:45-7pm
- Expected number of attendees: 10
- Location: Cafeteria

FEBRUARY

Monday, February 2nd – PTO Meeting

- Event/Actual Time: 5:45-7pm
- Expected number of attendees: 10
- Location: Cafeteria

Friday, February 6th – Sweethearts Dance

- Event Time: 6-8pm
- Actual Time Needed:
 - Setup: 3-6pm
 - Cleanup: 8-9pm
- Expected number of attendees: 150
- Location: Gymnasium and Cafeteria

MARCH

Monday, March 2nd – PTO Meeting

- Event/Actual Time: 5:45-7pm
- Expected number of attendees: 10
- Location: Cafeteria

APRIL

Monday, April 13th – PTO Meeting

- Event/Actual Time: 5:45-7pm
- Expected number of attendees: 10
- Location: Cafeteria

Florence Elementary School PTO
2025 – 2026 Calendar of Events

MAY

Friday, May 1st – Family Luau Dance

- Event Time: 6-8pm
- Actual Time Needed:
 - Setup: 3-6pm
 - Cleanup: 8-9pm
- Expected number of attendees: 150
- Location: Gymnasium and Cafeteria

Monday, May 4th – PTO Meeting

- Event/Actual Time: 5:45-7pm
- Expected number of attendees: 10
- Location: Cafeteria

JUNE

Monday, June 1st – PTO Meeting

- Event/Actual Time: 5:45-7pm
- Expected number of attendees: 10
- Location: Cafeteria

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; OM 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; OM Initials
 - c. Agreement to observe all fire and safety regulations; OM 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; OM Initials
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; OM 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 40hour week that he works for the Board, overtime wages must be paid. OM Initials
 - g. The presence of a foodservice 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. OM Initials
 - h. Agreement that no kitchen equipment may be used outside the building; OM Initials
 - i. Agreement that no alterations to the buildings or grounds be made without prior approval; OM 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; OM Initials
 - k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; OM 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. OM Initials
 - m. Agreement that only the agreed upon, assigned areas / spaces of the property may be used. OM 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. BM Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage BM Initials

REFERENCES:

KRS 158.149; KRS 162.055; KRS 438.050; KRS 438.305

OAG 81295

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