

SCHOOL FACILITIES

05.31.AP.21

Use Agreement

This agreement made by and between the Boone County Board of Education, Dr. Michael P. Ryan as Principal authorized so to act by direction of the Board of Education and Ry Royal Elite / James Moore 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:

Front Entry & Rest Rooms & Cafeteria & Parking Lot

at the following times and dates: 12/12/25 5:30 pm - 9:30 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 hereunto set their hands this 25th day of September, 2025.

Ockerman Middle SCHOOL  
BY: Michael R. Perry  
PRINCIPAL

Alex Moore  
USER

35 achates dr  
ADDRESS

Florence Ky 41042  
CITY STATE ZIP

513-200-1342  
PHONE NUMBER

09/25/2025

# CERTIFICATE OF LIABILITY INSURANCE

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**  
**SADLER & COMPANY, INC.**  
 P.O. BOX 5866  
 COLUMBIA, SOUTH CAROLINA 29250-5866

**CONTACT NAME:** Sports Dept

**PHONE (A/C, No. Ext):** 800-622-7370 | **FAX (A/C, No):** 803-258-4017

**E-MAIL ADDRESS:** amateur@sadlersports.com

**PRODUCER CUSTOMER ID#:**

**INSURED**  
 Kentucky Royal Elite  
 35 Achates Ave  
 Florence, KY 41042

Application ID: 466588

A Member of the Sports, Leisure & Entertainment RPG

## INSURER(S) AFFORDING COVERAGE

NAIC #

**INSURER A:** AIG Specialty Insurance Company

26883

**INSURER B:**

**INSURER C:**

**INSURER D:**

## 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.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		9YAPG0001334486101	12:01:00 AM ET 09/25/2025	12:01AM ET 09/25/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE (other than Products- completed Operations) \$5,000,000 PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS (not provided while in Hawaii) <input checked="" type="checkbox"/> NON- OWNED AUTOS (not provided while in Hawaii)			9YAPG0001334486101	12:01:00 AM ET 09/25/2025	12:01AM ET 09/25/2026	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EOMLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>MEDICAL PAYMENTS TO PARTICIPANTS</b>			9YAPG0001334486101	12:01:00 AM ET 09/25/2025	12:01AM ET 09/25/2026	EXCESS MEDICAL \$25,000 AD&D NONE DEDUCTIBLE \$100

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

**RE: COVERED SPORTS** Cheerleading - Youth 13-15, Cheerleading - Youth 16-19, Cheerleading - Youth 12 & Under,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.  
 High Brain Injury Sports - For Deck/Floor/Field/Street Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under); Soccer (age 19 & under); Water Hockey (age 19 & under); Wrestling (age 19 & under); and Umpire/Referee Associations for the above High Risk Concussion Sports. Limited Coverage for "Brain Injury" endorsement applies- Brain Injury Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate; Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

## CERTIFICATE HOLDER

**RELATIONSHIP:**  
 Property Owner/ Lessor

**Boone County Schools**  
 8330 US HWY 42  
 Florence, KY 41042

## CANCELLATION

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

*John S. Sadler*

Coverage is only extended to U.S. events and activities

\*\* NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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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 9-25-2025

### Requestor's Contact Information

Name: James Alex Moore

Organization: Kentucky Royal Elite

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

If yes, please attach documentation.

Contact number: Alex Moore

Email address: James.moore2@boone.kyschools.us

### School / Location Requested

Ockerman Middle Cafeteria

### List all areas needed:

Front entry and restrooms and cafeteria and parking lot

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

Date(s) of program / event : 12-12-2025

Program/ event time: 6:30-8:30 pm

Actual time needed: 5:30-9:30pm Include set up / tear down / clean up / restoration time

Expected number of attendees: 100

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

It is our Christmas party for our cheer organization

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?

Alex Moore

Purpose of the event / program:

Organization annual Christmas party

Safety and Emergency Procedures:

Inclement Weather Plan:

We will reschedule for 12-19-2025 at the same time

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 sweep and mop as necessary. All trash will be either put in the dumpster or taken home to put in my trash. No equipment will be needed except for the cafeteria tables.

For outdoor only events:

07/03/2025

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

Will need to use school facilities closest to the cafeteria

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**This section to be completed by school or district administration**

**Please Initial each item.**

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

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

     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; JAM 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; JAM Initials
  - c. Agreement to observe all fire and safety regulations; JAM 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; JAM Initials
  - e. Observance that no immoral or illegal activity shall be allowed on the premises; JAM 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. JAM 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. JAM Initials
  - h. Agreement that no kitchen equipment may be used outside the building; JAM Initials
  - i. Agreement that no alterations to the buildings or grounds be made without prior approval; JAM 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; JAM Initials
  - k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; JAM 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. JAM Initials
  - m. Agreement that only the agreed upon, assigned areas / spaces of the property may be used. JAM 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. JAM Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage. JAM 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.
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Review/Revised:7/21/2011