# Use Agreement

This agreement made by and between the Boone County Board of Education, NKY Crossics / Color First as Principal authorized so to act by direction of the Board of Education and NKY Crossics / Michael Puice 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:

_ (	ZVM						
	7					***************************************	

functions have priority 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 day of 120 25.
User hereunto set their hands this 4 day of User hereunto set their hands this 4 day of User hereunto set their hands this
Ocherman Middle SCHOOL
BY: Vichael R. Pohen
PRINCIPAL
Caleb Finch, Like Boenker, NKY Cru
USER
650 Beever Rd.
ADDRESS
Welton WY 41094
CITY STATE ZIP
859-651-4365, 513-307-7779
PHONE NUMBER

Sadler Sports: SODA

CERTIFICATE OF LIABILITY INSURANCE						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIO NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AI THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE (	FFORDED BY THE POLICIES BELO	W. THIS CERTIFICATE OF INSURANCE DO				
MPORTANT: If the certificate holder is an ADDITIONAL INSURED require an endorsement. A statement on this certificate does not co			terms and conditions of the	policy, certain policies may		
PRODUCER	·	CONTACT NAME: Sports Dept				
SADLER & COMPANY, INC.		PHONE (A/ C, No. Ext): 800-622-7370   FAX (A/ C, No): 803-256-4017				
P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	Î	E-MAIL ADDRESS: soda@sadlersports.co	m			
OCCUMENT, SOO ITT GANGERIAA 28230-3000		PRODUCER CUSTOMER ID#:				
INSURED		INSURER(S) AFFORD	ING COVERAGE	NAIC#		
D/B/A SPORTSPLEX OPERATORS AND DEVELOPERS ASSO NKY Cru	CIATION	INSURER A: State National Insurance Comp	pany	12831		
652 Beaver Rd	ľ	INSURER B: SeriousPoint America Compar	iy			
WALTON, KY 41094	[	INSURER C:				
Club #: C.104530		INSURER D:				
COVERAGES	CERTIFICATE NUMBER	l	REVISION NUMB	ER		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LIS NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDIT PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DE	TION OF ANY CONTRACT OR OTHE	R DOCUMENT WITH RESPECT TO WHICH	THIS CERTIFICATE MA	Y BE ISSUED OR MAY		

MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF (MM/ DD/ YYYY) TYPE OF INSURANCE SUBR POLICY NUMBER POLICY EXP (MM/ DD/ YYYY) ADDL LTR **GENERAL LIABILITY** EACH OCCURRENCE \$2,000,000 COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES \$1,000,000 MEDICAL EXPENSES (other than participants) 05:54AM ET 12:01AM ET \$5,000 OVE-0000286-01 03/14/2025 03/14/2026 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$3,000,000 POLICY PROJECT LOC PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 COMBINED SINGLE LIMIT (Ea Accident) AUTOMOBILE LIABILITY \$1,000,000 ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) n/a n/a n/a SCHEDULED AUTOS BODILY INJURY (Per accident) ☐ HIRED AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) SEXUAL ABUSE / MOLESTATION EACH OCCURRENCE \$1,000,000 n/a n/a n/a AGGREGATE \$2,000,000 ☐ UMBRELLA LIAB ☐ OCCUR EACH OCCURRENCE n/a EXCESS LIAB CLAIMS- MADE n/a n/a n/a DEDUCTIBLE RETENTION WORKERS COMPENSATION PER STATUE AND EMPLOYERS' LIABILITY OTHER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: COVERED Team(s) - Youth - General Liability & Medical Payments for Participants Baseball - 1 Team(s) - [Maximum 18 players per team]

N/A

PHSA-

BAMH-10089-23-

C.104530

Team Names:

В

· Baseball Teams: NKY Cru

ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER

OPERATIONS below

EXCLUDED?
(Mandatory in NH)
If yes, describe under DESCRIPTION OF

PARTICIPANT ACCIDENT

(Accident Package Youth Team: \$100,000 Excess Medical; \$10,000 Accidental Death or Dismemberment; \$250 per claim deductible) (General Liability Package Youth Team: \$2,000,000 Each Occurrence; \$1,000,000 Participant Legal Liability Sublimit; \$1,000,000 Neurodegenerative Sublimit; Waiver/ Release Required)
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.

#### CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP: Property Owner/ Lessor SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

12:01AM ET

03/14/2026

E.L. EACH ACCIDENT

EXCESS MEDICAL

E.L. DISEASE - EA EOMPLOYEE

\$100,000

E.L. DISEASE - POLICY LIMIT

Boone County Public Schools Attn: Jeff Hauswald 8330 US Highway 42

AUTHORIZED REPRESENTATIVE (company A) J-0n-

05:54AM ET

03/14/2025

| Florence , KY 41042

Sadler Sports: SODA

AUTHORIZED REPRESENTATIVE (company B)

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)

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

#### **ENDORSEMENT NO. 0000**

TATTACHED TO AND EODMING A PART DE POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OVE-0000286-01	03/14/2025	NKY Cru	

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSUREDS OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

A. SECTION II — WHO IS AN INSURED is amended to include as an additional insured any per-son(s) or organization(s) of the types indicated by an "x" in any boxes shown below, 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
- In connection with your premises owned by or rented to you. However:
  - 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. With respect to an additional insured owner and/ or lessor of premises, this insurance does not apply to:
    - An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.
    - 2. "Bodily injury" or "property damage" arising out of:
      - Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of premises;
      - 2. Any design defect or structural maintenance of the premises; or
      - 3. Any premises defect.

- 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
  - 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.

#### Schedule of Additional Insureds:

- [X] Owners and/ or Lessors of the premises leased, rented or loaned to you
- [X] Sponsors
- [X] Co- Promoters
- [] Any individual person(s) or organization(s) listed below COACHES, OFFICIALS AND VOLUNTEERS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE INSURED.

CG-GL-CW-0128 (12/20)

# **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.

11/4/25

Today's Date

	Requestor's Contact Information
	Name: Cales Finch, Luke Boenker
	Organization: NKY Cro
	Does this organization have non - profit status? Yes _X_ No
1	If yes, please attach documentation.
	Contact number: 859-652 - 9365
	Contact number: 03 1-612 - 4163
	Email address; <u>Caleb.finch</u> & boone.kyschools.us
	Email address; Cateb.+1211 & 5-5116. Rys 200513.03
	8
oar	School / Location Requested,
	Ockernan Midde
	List all areas needed:
Ü	
	** ex. Auditorium, football field, practice field, parking lot, classrooms (list number
8	needed) kitchen, cafeteria etc.
Insurance	Date(s) of program / event: Janny 1- June 30, 2025
. 0	•
3/14/26	Program/ event time: Mways after school hours. It a weeknight 3 do
11 June 18	Dealers O D.
e the	Actual time needed: Include set up / tear down / clean up
ane	/ restoration time
- Coon etio	AL
	Expected number of attendees: 12 players, 5 coaches
	for this growth next of a first during and Way V No. * If you places attach a convert
	Is this event part of a fundraiser? YesX_ 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. $\mathcal{P}/\mathcal{A}$
	Tournest about theria beautiful to desiration and the letter to be

NA	
	ave liability insurance? X Yes No ** If yes, please attach a copy of you e of Insurance.
	esponsible for supervision of the attendees of this event / program?
Purpose	of the event / program: tice when weather doesn't allow us to use
or for the	tice when weather doesn't allow us to use wild. The use of the gym is a contingency plan outdoor baseball practice backup. We will only a gym when weather forces us to.
Safety al	d Emergency Procedures:
	t Weather Plan :
** Include	ration plan: the plan for trash removal, cleaning of facilities, returning of equipment etc. ams over multiple days, there should be a plan for nightly restoration.  +
44·é	floors of my dirt.

For outdoor only events:

Plan for restroom facilities. Will you be using school facilities? Providing portable restrooms?	е
N/A	
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 a required documents.	all
Administration has checked the <u>Active Facility and Construction Projects</u> document to ensure there is no conflict with scheduled work.	i.
For athletic events, administration has coordinated with the Athletic Director ensure there is no conflict with previously scheduled events.	to

# Rental Application and Contract

#### CONDITIONS OF RENTAL

1.

All rental of school facilities is subject to the following conditions:

- 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: Acceptance of responsibility by officials of the renting organization for any a. damage or loss resulting from the rental: CF Initials
  - Agreement that renting organizations, and officers thereof, shall assume all b. liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it; LF Initials
  - CF Initials Agreement to observe all fire and safety regulations; c.
  - ď. 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; CF Initials
  - Observance that no immoral or illegal activity shall be allowed on the premises; e. CF 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. LF Initials
  - The presence of a food-service employee when kitchen facilities are used. The Ž., hourly wage of the employee must be included in the contract along with social security and retirement payments required by law. Initials
  - Agreement that no kitchen equipment may be used outside the building; h. حَالَ Initials
  - Agreement that no alterations to the buildings or grounds be made without prior i. approval; < F Initials
  - Agreement that the renting party shall not sublease or reassign any portion of the j. building or item of equipment covered by the rental contract: LF Initials
  - Agreement that school equipment shall not be a part of the rental contract unless k. specifically enumerated; CF Initials
  - Agreement to leave the facilities in as good a condition as before used. Groups l. using outdoor facilities free of charge shall do the cleaning themselves or bear the cost of necessary custodial services. CF Initials
  - Agreement that only the agreed upon, assigned areas / spaces of the property may m. be used. < 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.

  Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage \_\_\_\_\_ 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)

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

# 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

Sadler Sports: SODA

#### SODA Amateur Sports Membership Insurance Program Verification of Coverage

Application Receipt Date / Time: 03/14/2025 05:54:59 AM - entered by Customer

#### I. GENERAL INFORMATION

Application Status: Sold

Specific Legal Name of Sports Organization: NKY Cru

TAM Code:

SODA Club ID: 104530

Form of Business: Not for Profit

Client type: renewal

Contact's Name: LUKE BOEMKER Primary Mailing Address: 652 Beaver Rd

Address 2: City: WALTON

State: KY Postal / Zip Code: 41094 Primary Phone: (513) 307-7779

Email Address: luke.boemker@gmail.com

Alternate Contact Name: Alternate Phone:

Alternate Email: Do your Facility Owners Require a Certificate Of Insurance? No

Organization Affiliation: no\_affiliation

Have you had a General Liability claim of any type greater than \$25,000 over the past three years? No

If yes, please provide details on the approximate date the claim was reported to the insurance carrier, the approximate amount paid by the insurance carrier for expenses/ settlement/ jury verdict, a brief description of the circumstances of the claim, and what steps have been taken to reduce the chances of another similar claim:

### TOTAL: \$142.74

#### II. ACCIDENT INSURANCE

Sirius America Insurançe Policy Number PHSA- BAMH-10089-23- C.104530 Effective Date 05:54AM ET 03/14/2025

Expiration Date 12:01AM ET 03/14/2026

Plan: Full Excess Since this policy contains an EXCESS MEDICAL BENEFIT, YOU MUST FIRST FILE THE CLAIM WITH YOUR EXISTING INSURANCE PLANS (including major medical) before we may determine what payments, if any, we owe. Note: If your family carrier is an HMO or PPO, you must always follow their rules for obtaining benefits

COVERAGE EFFECTIVE DATE: Coverage starts August 01, 2024 or the date on which this electronic Form and premium payment are received by Sadler & Company, Inc., whichever is later, and contains as outlined under the Accident Plan Description but in no event later than March 31, 2025.

Coverage Type Accident & General Liability	
Limits (Accident Package Youth Team: \$100,000 Excess Medica Dismemberment, \$250 per claim deductible)	al; \$10,000 Accidental Death or

Coverage Information

Sports Organization: Team(s) - Youth

Sports Selected:

Baseball - 1 Team(s) - [Maximum 18 players per team]

#### Names:

· Baseball Teams: NKY Cru

#### III. GENERAL LIABILITY INSURANCE

State National Insurance Company Policy Number OVE-0000286-01 Effective Date 05:54AM ET 03/14/2025 Expiration Date 12:01AM ET 03/14/2026

COVERAGE EFFECTIVE DATE: Coverage starts August 01, 2024 or the date on which this electronic Form and premium payment are received by Sadler & Company, Inc., whichever is later, and contains as outlined under the Accident Plan Description but in no event later than March 31, 2025.

Coverage Type : Accident & General Liability	TOTAL THE STATE OF
Limits (General Liability Package Youth Team: \$2,000,000 Each Occurren Liability Sublimit; \$1,000,000 Neurodegenerative Sublimit; Waiver/J	ce: \$1,000,000 Participant Legal //

Coverage Information

Sports Organization: Team(s) - Youth

Sports Selected: