

Sent to TIA 11/10/25

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 David McFarland Basketball 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:

Use of gym and restroom for youth basketball practice

at the following times and dates: Fridays 4:45 - 5:45 PM possible alternative dates and times based on gym availability / weather 12/12/25, 3/16/26 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 2 day of November, 20

Erpabeck Elementary SCHOOL

BY: [Signature]
PRINCIPAL

Dand McFarland Basketball
USER

1962 Rosemont Ct
ADDRESS

Union KY 41091
CITY STATE ZIP

859-609-7168
PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2025

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 CAI Insurance Agency, Inc. 2035 Reading Road Cincinnati OH 45202-1415		CONTACT NAME: Jerri Reich PHONE (A/C, No, Ext): (513) 221-1140 FAX (A/C, No): (513) 872-7519 E-MAIL ADDRESS: jreich@cai-insurance.com	
INSURED David McFarland Basketball, LLC 1962 Rosemont Ct Union KY 41091		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **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 INSD	SUBR 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2618927-005	11/10/2025	11/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Phys Abuse \$ 100,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Certificate holder is automatic additional insured for general liability when required by signed written contract or agreement.

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

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 11/2/25

Requestor's Contact Information

Name: David McFarland

Organization: David McFarland Basketball, LLC

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

If yes, please attach documentation.

Contact number: 859-609-7168

Email address: davidmcfarlandbasketball@gmail.com

School / Location Requested

Ernsbeck Elementary

List all areas needed:

Gym

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

Date(s) of program / event : Friday practice (or alternative days if needed/available)

Program/ event time: 4:45-5:45

Actual time needed: 1 hr. Include set up / tear down / clean up / restoration time

Expected number of attendees: 15

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?

David McFarland

Ashley McFarland and/or David Stefanopoulos

Purpose of the event / program:

Youth basketball practice

Safety and Emergency Procedures:

Mr. S will review w/ school sponsor
staff member prior to starting

We can discuss
these
sections
don't
worry
about
filling
out

Inclement Weather Plan :

See section above.

Adrian will have final say on event(s)
pending inclement weather.

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 pick up any trash/butties before leaving (if any) and leave the gym
better than we found it. Thank you.

For outdoor only events:

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

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