# **USE AGREEMENT**

This agreement made by and between the Boone County Board of
Education, Kyan Burch as Principal authorized
so to act by direction of the Board of Education and Lindsay tester
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 the sym for westling practice
at the following times and dates: Mon, Tues, Thurs Stanting
in December: 18th through February 19th
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 princip Education and the user hereunto set the	oal for and on be neir hands this _	half of the	Board of _ day of
November, 20	25.		-
Florence Elementary SCH	OOL		
BY: Ryan Buch			
' PRINCIPAL			
Cruba Llash		•	
USER/SIGNATURE			
8514 Mayland Dr. ADDRESS			
Florence Ky CITY STATE	41042 ZIP		
CITY	ZIP		
854-322-1464 PHONE NUMBER	·		

# ACORD

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/20/2025

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 fleu of such endorsement(s). PRODUCER Damian Gilchrist (A/C, No. Ext): (513) 818-1923 **DG** Agency FAX (A/C, No): (513) 685-9996 3825 Edwards Rd Suite 620 ADDRESS: damian@dgins-agency.com **INSURER(S) AFFORDING COVERAGE** NAIC# Cincinnati OH 45209 INSURER A: ERIE INS CO 26263 INSURED INSURER B: Boone County Pee Wee Athletic Association INSURER C: P.O. BOX 141 INSURER D : INSURER E **FLORENCE** KY 41022-0141 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. AODL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER **COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE** s 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR \$ 1,000,000 MED EXP (Any one person) Α O61-0145131 11/10/2024 11/10/2025 s 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: \$ 2,000,000 **GENERAL AGGREGATE** POLICY \$ 2,000,000 PRODUCTS - COMP/OP AGG OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) ANY AUTO **BODILY INJURY (Per person)** OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY **BODILY INJURY (Per accident)** PROPERTY DAMAGE (Per accident) UMBRELLA LIAB OCCUR **EACH OCCURRENCE** s **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 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** 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. **Boone County High School** 7056 Burlington Pike AUTHORIZED REPRESENTATIVE Damian Gilchrist Florence KY 41042

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
Requestor's Contact Information Name: Lindshy Hester
Organization: BLPWAA
Does this organization have non - profit status?  Yes No If yes, please attach documentation.
Contact number: 859 - 322 - 1464
Email address; links wheter 77 @ Amail. com
School/Location Requested  Florence Flore
List all areas needed:
** ex. Auditorium, football field, practice field, parking lot, classrooms (list number needed) kitchen, cafeteria etc.
Date(s) of program / event: Monday, Warusday, Thurs Starting 121  Program/ event time: 6:00 pm - 8:00 pm through 2/19
Actual time needed: <u>しっつつ - 8:0〇</u> Include set up / tear down / clean up / restoration time
Expected number of attendees: 45
Is this event part of a fundraiser? Yes No ** If yes, please attach a copy of the submitted fundraiser approval

notices, social media postings, registration information etc. 07/03/2025
Private practices no adventisement
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?  Lindshy Fester - Jealy Floring
Purpose of the event / program: Private Practices for BLAWAA Ribers  York Wresting Practices
Safety and Emergency Procedures:  In lase of emergency a representative will contact  all families for dispusal and follow all  avidelines as expressed by Florence Elementary
Inclement Weather Plan; In rase of inclement weather practice Will be cambelled following Boom County School Closures.
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.  Will remove all Awbace and leave tackty  the way have to and it-

How is this event/ program being advertised? Please attach any relevant flyers, media

### For outdoor only events:

07/03/2025

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

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 <u>Active Facility and Construction Projects</u>
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.

#### **SCHOOL FACILITIES**

05.31

## **Rental Application and Contract**

#### CONDITIONS OF RENTAL

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; 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: Agreement to observe all fire and safety regulations: c. 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; Observance that no immoral or illegal activity shall be allowed on the premises; e. Initials The presence of a school custodian at all times. The hourly wage of the f. 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. Initials The presence of a food-service employee when kitchen facilities are used. The g. 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. Initials i. Agreement that no alterations to the buildings or grounds be made without prior approval; 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; Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated: 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. Initials

Agreement that only the agreed upon, assigned areas / spaces of the property may

m.

be used. Hinitials

- 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

#### REFERENCES:

<u>KRS 158.149; KRS 162.055; KRS 438.050; KRS 438.305</u>
<u>OAG 81-295</u>
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