# WOODFORD COUNTY BOARD OF EDUCATION AGENDA ITEM

TIEM#: VIII DATE: December 16, 2025
TOPIC/TITLE: Approve Contracts
PRESENTER: Administrators
ORIGIN:
<ul> <li>□ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)</li> <li>□ ACTION REQUESTED AT THIS MEETING</li> <li>□ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL</li> <li>□ ACTION REQUESTED AT FUTURE MEETING: (DATE)</li> <li>□ BOARD REVIEW REQUIRED BY</li> </ul>
STATE OR FEDERAL LAW OR REGULATION BOARD OF EDUCATION POLICY OTHER:
PREVIOUS REVIEW, DISCUSSION OR ACTION:
<ul><li>NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION</li><li>PREVIOUS REVIEW OR ACTION</li></ul>
DATE: ACTION:
BACKGROUND INFORMATION:
SUMMARY OF MAJOR ELEMENTS:
Attached Contracts: MOU (New Horizons); Portrait Renewal Agreement (Strawbridge Studios); E-Rate Agreement (AdTec); Use of Facility Agreement (Agility Gymnastics; Use of Facilities Agreement (SPAM LLC); Use of Facilities Agreetment (Logan Law Fund, LLC).
IMPACT ON RESOURCES:
TIMETABLE FOR FURTHER REVIEW OR ACTION:
SUPERINTENDENT'S RECOMMENDATION: Recommended    Not Recommended

# WOODFORD COUNTY BOARD OF EDUCATION AGENDA ITEM

# **MEMORANDUM OF UNDERSTANDING BETWEEN**

# **NEW HORIZONS ACADEMY / KEDC**

#### and

#### WOODFORD COUNTY SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by and between New Horizons Academy, operating under the Kentucky Educational Development Corporation (hereinafter referred to as NHA), and Woodford County School District (hereinafter referred to as "the District" or WCSD), collectively referred to as "the Parties."

#### 1. Term of Agreement

This MOU shall commence on July 1, 2025, and shall remain in effect until June 30th, 2026.

#### 2. Purpose

The purpose of this MOU is to establish a collaborative partnership between NHA and WCSD for the provision of virtual educational services to **homeschool students in grades 6 through 12** who are enrolled in NHA during the **2025–2026** school year.

### 3. Responsibilities of New Horizons Academy / KEDC

NHA agrees to:

- A. Provide a high-quality, digital curriculum that aligns with Kentucky Academic Standards and meets grade-level expectations.
- B. Employ Kentucky-certified educators to facilitate and support instruction.
- C. Monitor student progress and determine student success at the end of each academic semester.
- D. Maintain and provide official transcripts for all credits earned through NHA courses.

#### 4. Responsibilities of the District WCSD

#### **WCSD** agrees to:

- A. Designate a **primary** and **secondary** point of contact for communication with NHA.
- B. Remain responsible for all **special education services** and ensure compliance with IEP/504 requirements.
- C. Offer a **hybrid option** for high school students wishing to take in-person courses not offered virtually (e.g., band, choir, or CTE programs).
- D. Provide a **technology device** (e.g., Chromebook) to students who do not otherwise have access.
- E. Issue a **Kentucky High School Diploma** to students who complete all state and district graduation requirements while enrolled in NHA.

- F. Permit transitions back to in-person enrollment only at the **beginning of a semester**, unless a student is inactive within the first two weeks of NHA enrollment. In such cases, the student will be directed to return to their in-person school or their previous homeschool.
- G. Administer all required state assessments to NHA students, including the provision of a testing location, qualified proctors, and necessary materials.

5. Compensation

# A. WCSD shall compensate KEDC / NHA **80% of BASE SEEK for students** enrolled full-time in NHA courses (defined as earning 6 or more credits during the academic year), except when that amount exceeds the calculated state portion. At that time, student billing will not exceed the calculated state portion per student.

- a. \*For the 25-26 academic year, the full-time student cost will be\$2253
- b. Part-time students will be billed per course at \$375
- B. Students enrolled part-time in NHA courses will be billed at a **prorated rate** based on the number of completed credits through NHA.
- C. This per-student amount shall remain in effect unless and until **SEEK funding** allocations change, at which time the compensation may be renegotiated.
- D. A **\$100.00** registration fee will be assessed for any student who enrolls in NHA and withdraws to return to the district after the three-week trial period has passed, but before completing the semester. Students returning due to inactivity during the trial period will not be charged the registration fee.

# 6. Signatures

By signing below, the undersigned representatives affirm that they are authorized to execute this agreement and agree to the terms herein.	duly
WCSD County School District Superintendent	
Signature:	
Date:	
New Horizons Academy / KEDC Executive Director	
Signature:	
Date:	



Print Name

# **Portrait Renewal Agreement**

1 Year 2 Years 3 Years Bid

Office Use Only

School #: 111621 School Year: 2027

School. Sale Har	rbor Academy		County: Woodford	District:we	odford County School	District Phone: (859)879-4694
Ship Address:_	134 Macey Ave.		-	City: Versailles	ST:KY	Zip:40383
Mail Address: _	134 Macey Ave.			City: Versailles	ST:KY	Zip:40383
<u>Title</u>	<u>Name</u>		<u>Email</u>			
Principal	Mr. Logan Culberts	on	logan.culbertson(	@woodford.kyschools.u	IS	Grades at Campus: 6-12
Senior Contact	Ms. Kristen Wilson		Kristen.Wilson@wood	ford.kyschools.us		# of Classrooms:
						Underclass Enrollment: 29
						Senior Enrollment: 0
						Mascot: N/A
						Last Day of School:
Strawbridge Studio	s Inc. Agrees: 1 To provide	complimentary fa	culty portraits 2. To supply oac	h Principal and Socratary	with a large o	lesk calendar for the current school
	7.73		efund complete payment to any		1000	
Fall	Date08-19-2026	Time	Location	Prog	ram 1783 PF	-J.EFall Bundle
Notes						
Senior	Date TBD	Time	Location	Prog	ram Simply Se	niors
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COPYRIGHT - A. The	portrait images provided to y	ou are copyright p	orotected and are solely for the	use of publishing picture	s subject to the	e terms and conditions of the Terms e documentation or with the school
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			can be found at www.strawbrid			
	A) 3320					
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We will provid	de you with a \$100 coupon of	code in June to b	e used on the Strawbridge Sho	ppiry site. Please allow 3	-b weeks for a	all custom printing requests.
School Represer	ntative Signature	Date	Str	rawbridge Studios Re	presentative	Date
,	•					
		_	-: <u></u>			

**Print Name** 



# **Woodford County School District**

#### **Contract Fee E-Rate Agreement for Category Two Services**

#### **Internal Connections**

Funding Year 2026 Schedule of Fees

	Fees and Services	
Category 2 - Phase 1	E-Rate Form Preparations, Category 2 Eligibility Consultation and Optimization, FCC Category 2 Budget Review, Category 2 E-Rate Timeline Direction, Management of the USAC Portal (EPC), and Category 2 RFP review (if applicable) and/or review list of equipment and services to be purchased. Submission of FCC Forms 470 and 471, and Consultation for Category 2 Program Compliance with E-Rate Rules and Regulations. <i>Approximate Invoice Date: April 2026</i>	\$ 1995
Category 2 - Phase 2	Reviews, Appeals, and Submission of FCC Forms 486, 472(BEAR), and, if applicable, discount/SPI set-up. <i>Approximate Invoice Date: November 2026</i>	\$ 1995
	Annual Total	\$ 3990

Please choose a Preferred Method of Paymer	nt:
Annual Invoice – Annual total am	nount above invoiced April 2026
Two Invoices - Phase 1 invoiced	April 2026 and Phase 2 invoiced November 2026
Complete, sign and return this page for Caracknowledges that you have received and Funding".	tegory Two Services. Your signature also read pages 2-3, "E-Rate Timeline for Category 2
Signature	Date
Print Name	



## E-Rate Timeline for Category 2 Funding Funding Year 2026 (July 1, 2026 to June 30, 2027)

Timeframe	E-Rate Details and Tasks
July – December 2025	<ol> <li>Develop an RFP. Your AdTec Consultant can provide a template for your use. Use the Eligible Services List provided by your AdTec consultant to determine which products are eligible.</li> <li>Consider scheduling or requiring an on-site bidder's meeting. If you choose to have a meeting, it must be listed on the RFP and Form 470, and should be at least 2 weeks after the 470 and RFP are released.</li> <li>Send AdTec your RFP no later than December 1st. RFPS are not required, but are strongly encouraged to help vendors verify equipment and quantities needed.</li> <li>Sign the AdTec contract addendum for E-Rate filing for Category 2 services.</li> </ol>
October 2025 –January 2026	<ol> <li>Your E-Rate consultant will file the necessary Form 470 for Category 2 equipment/services. This 470 will reference the RFP and must list any criteria that would disqualify a bid.</li> <li>Follow all state and local board rules regarding purchases and services. If your board has a policy regarding advertising contracts and selecting vendors, be sure to follow those. Many local board policies parallel State Law, but if not, defer to the stricter standard.</li> <li>Accept proposals for at least 28 days. Reasonable service provider questions must be answered during this time.</li> <li>Ensure ALL vendors feel that it is a fair and competitive bidding process. Do not show ANY favoritism towards any vendor.</li> <li>Forward all proposals to your AdTec Consultant and keep in a FY2026 E-Rate folder for your records.</li> <li>Use a matrix to evaluate proposals. See example here. Award points for each section of the matrix (do not give zero points for any section) and date the matrix. Email your AdTec Consultant a copy of the completed matrix.</li> <li>Choose vendor with an eligible SPIN. Service providers can NOT participate in the preparation of an RFP/Form 470 or any of the bid evaluation process (although they can answer questions about their bid)</li> <li>Sign an agreement with vendor after the Allowable Contract Date, which will be provided by your AdTec Consultant.</li> <li>Send your AdTec Consultant the legally binding agreement*, who will then file the FCC Form 471.</li> </ol>
April 1, 2026	14. April 1 <sup>st</sup> is the first day the chosen vendor can invoice, install, or be paid for the Category 2 equipment project. Note: If your entity is depending on E-rate funding to do the project, you must wait until the FCDL (Funding Approval) is issued before proceeding. If your Category 2 project is for a Managed WiFi (MIBS) or a Basic Maintenance project, the invoice date should be July 1, 2026 or after. 15. When equipment has arrived, please

A 13	
your e-rate s	a. Save packaging slip b. On each piece of equipment, put a tag that says FY2026 and FRN # (FRN # provided by AdTec Consultant c. Record each piece of equipment in your school or library asset (inventory) register or create an E-rate asset register (recommended). The asset register must contain the following information:  • Make & Model • Serial number (if available) • Physical location of equipment (building/room number) • Date installed • Funding Year • Funding Request Number d. Equipment must stay in place for 3 years after the installation date. e. Equipment cannot be disposed of or traded in for 5 years, but it can move to
	another eligible entity after 3 years.  f. Save proof of payment (i.e. front and back of check; bank statement); send copy of it to your AdTec Consultant g. Save copy of the invoice; send copy of it to your AdTec Consultant
July 2026 – Sept 2027	16. Wait for funding to be approved. Subject to E-Rate approval, your reimbursement check will be applied for and received. For Managed WiFi (MIBS) or Basic Maintenance projects, the invoice date should be July 1, 2026 or after.
September 30, 2026	17. Last day to install, invoice, or pay for Category 2 project. Please contact your AdTec Consultant if you need additional time.

\*Legally Binding Agreements:

The E-Rate process no longer requires that you have a signed contract BEFORE you file your funding application, but you must have a legally binding agreement. They will accept something as simple as an email thread that has the winning bidder's proposal and your statement that you intend to sign a contract based on that proposal. We recommend at a minimum a Letter of Intent (request a sample).

You can have caveats to your acceptance of a proposal (you must list them in your email or on the LOI). Routine caveats are: approval of E-Rate funding; approval of the Board. Keep in mind that if you put caveats in your agreement, you need to live with them. Don't state that the project will not proceed without E-Rate funding approval and then start the project before you get that approval.

SCHOOL FACILITIES 05.31 AP.21

#### **Agreement for Use of School Facilities**

This Agreement, made a	nd entered into this, the 14th	day of Novmber	_, 20 <u>25</u> _, by
and between the WOODFORD	COUNTY BOARD OF EDUC	ATION, hereinafter i	referred to as
Lessor and Agility Gymnastics	. Hereinafter referred to	o as Lessee;	

#### WITNESSETH:

It is mutually agreed by and between Lessor and Lessee as follows:

- 1. The Lessor hereby leases unto Lessee the following portions and no other of the premises known as the (building and locations) Old Highschool Gym, Caffeteria, And one classroom together with the usual entrances and exits for the following dates and times:

  Firday 12/5 5pm -10pm & Saturday 12/6 7am 9pm for the following purpose and no other: Host Christmas in the Bluegrass Gymnastic Competition
- 2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$2.755.00 in addition to any other sums to be paid to Lessor pursuant to subsequent sections of this Agreement. The Lessee shall pay to Lessor, upon execution of this Agreement, a deposit in the amount of \$0.00 . All remaining indebtedness shall be paid upon rendition of Lessor's invoice(s).
- 3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
- 4. Lessor reserves the right to assign priorities among Lessees and to cancel this Lease Agreement with Lessee in favor of leasing the premises to another Lessee. If cancellation is made by Lessor, Lessee will be notified as soon as practicable and be refunded its deposit. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation.
- 5. Lessee shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by any rules and regulations adopted by Lessor for the use, occupancy and operation of said premises. Such rules and regulations may be changed from time to time.
- 6. No activities in violation of Federal, State or Local Laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessee agrees to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
- 7. No use of any tobacco products, alternative nicotine products or vapor products as defined in <u>KRS 438.305</u> shall occur within the building or on school-owned property.
- 8. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or Municipal law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless therefrom, including any and all costs, penalties, interest, and expenses pertaining thereto.

SCHOOL FACILITIES 05.31 AP.21 (CONTINUED)

#### **Agreement for Use of School Facilities**

- 9. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity.
- 10. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
- 11. Lessee agrees not to bring onto the leased premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Lessor. Lessor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
- 12. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence that is satisfactory to Lessor that any royalty or other charge had been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
- 13. Lessor agrees to furnish Lessee the premises "as is", together with heat, water, light, and ventilation. Any services requested by Lessee to be performed by Lessor or its agents shall be charged to Lessee at the rates established to fully reimburse the Lessor for its costs.
- 14. Advertisements or solicitations of funds in or about the building are prohibited.
- 15. Lessee shall be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
- 16. Lessee acknowledges that the leased premises shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without restrictions whatsoever.

- 17. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or should any part of the premises be made impractical for use by any cause, Lessor may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, Lessor will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Lessor in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Lessor a prorated portion of the consideration plus any expenses incurred by Lessor to that time, in connection with this Agreement; and Lessor will refund any part of the consideration already paid by Lessee that exceeds such amount. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
- 18. As an additional consideration for this Lease Agreement for use of the premises, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against all claims or damages arising out the event that is the subject of this Agreement. Lessee agrees to deliver a certificate of insurance reflecting the coverage seven days before the date first mentioned above. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.
- 19. Notwithstanding any other provision of this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as liquidated damages, and no portion-shall be returned to Lessee. Lessor shall, in addition, be entitled to any other sums to which it may be entitled to under this Agreement. Upon any violation, Lessor shall also have the right to terminate this Agreement if it elects to do so.
- 20. Lessee agrees to indemnify and hold Lessor and each of its agents, employee, officers, directors, trustees and affiliates, in either their individual or official capacities, harmless against all loss and expense which may result in any way from any accident, injury or damage, either to person or property arising from the purpose of the lease set out herein or any other cause that arises from this Agreement, except as may result from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.
- 21. Lessee acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

Lessee herby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities from any and all claims, agreements, contracts, covenants, actions, suits, causes of action, damages, costs, expenses, attorneys' fees, judgments, and liabilities of whatsoever kind of nature in law, equity, or otherwise whether now known or unknown. suspected or unsuspected, which Lessee may hold or which Lessee may in the future hold as against the Woodford County Board of Education or the other persons or entities named above and which arise out of or may in any way be connected with this Agreement, except if such results from willful or intentional misconduct of Lessor and its agents. employees, officers, directors, trustees and affiliates.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date first above written.

BY:	LESSOR: And
Building Administrator	BY: By Board of Education
	O sa samuna
	LESSEE:
	BY: Phillip Herbst
	TITLE: Agility Booster Club President

Rental fees shall be as follows (minimum charge of two hours):

Gymnasium/Cafeteria

\$50.00/hour

Classroom

\$45.00/hour

Custodian/Supervision Fees Included in rental fee

Groups that rent the building on a continuous basis will pay a fee set by the Superintendent or designee.

#### **AED NOTICE**

Dear Phillip Herbst	
The Woodford County School District is committed a safe environment. Automated External Defil District's school Facilities. Cabinets are alarmed door is closed.	brillators (AED's) have been placed in the
We have trained staff available during regular school that trained staff <u>MAY NOT</u> be available to assist your group is certified in CPR and the use of the AW encourage everyone to participate in our comments.	in the event of an emergency. If someone with AED, please feel free to utilize our defibrillator.
If a medical emergency event occurs, please be a AED, please contact the Coordinator of Student S replace any materials used in the resuscitation efform	Services at 879-4600 ext. 2110, so that we may
We would encourage everyone to learn CPR and between life and death. For information on cla Bluegrass Chapter of the American Red Cross at 8	isses scheduled for our area, please call the
Sincerely,	
Superintendent, Woodford County Schools	
I have read and understand the above. Signed: <i>Phillip Herbst</i>	Group: Agility Gymnastics
•	Review/Revised:6/12/2023

# LOCATION CONTRACT (Right to film at location)

- 1. Permission is hereby granted Spam LLC ("Producer") and its employees, agents, independent contractors and suppliers to enter into and use the property located at: Woodford CountyBoard Of Education 180 Frankfort St, Versailles, Ky 40383

  (the "Property"), for the purposes of photographing and recording certain scenes for the motion picture now-entitled "(the "Picture") commencing on or about Dec 8, 2025 (subject to change on account of weather, conditions or
  - "(the "Picture"), commencing on or about Dec 8, 2025 (subject to change on account of weather conditions or changes in production schedule) and continuing until completion of all scenes and work required (which is estimated to require an initial period of about \_\_3\_\_ days of occupancy over a period of \_\_3\_\_ days).
- 2. Producer may make such use of the Property as is reasonably necessary, including the placement of facilities and equipment (such as temporary sets) on the Property, and agrees to remove the same after completion of the work and leave the Property in as good condition as when received. Signs on the Property may be removed or changed, but must be replaced.
- 3. Producer agrees to use reasonable care to prevent damage to the Property, and will indemnify the undersigned ('Owner') and all the parties lawfully in possession of the Property against any claims of any party arising out of or based upon personal injuries, death or property damage suffered by such party and resulting directly from any act of negligence on Producer's part in connection with the use of the Property and the work described herein. Any and all claims of damage and/or injury shall be presented in writing to Producer within seven days after the initial period referred to in Paragraph 1. Producer represents that it has obtained General Liability and Property Damage Insurance with limits no less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate and shall provide Owner a Certificate of Liability Insurance listing Owner as an Additional Insured for the purposes and duration herein.
- 4. All rights of every kind in and to all photographs and sound recordings made hereunder shall be and remain vested in Producer, and its successors, assigns and licensees (who shall be entitled to use and exploit same in such manner and media as they elect), and neither Owner, nor any other party now or hereafter having an interest in the Property, shall have (a) any right of action against Producer or any other party arising out of any use or exploitation of said photographs and/or recordings, whether or not such use or exploitation is, or is claimed to be, defamatory, untrue, private or censorable in nature, or (b) any right to enjoin or interfere with the use or exploitation of the Picture or said photographs or recordings. Producer shall have the right to photograph and record logos, signs, vehicles, art, verbiage, photographs and other personal effects on the Property, to refer to the Property by its real or a fictitious name, and to attribute fictitious or real events occurring on the Property.
- 5. Producer is not obligated to actually use the Property or to include the material filmed on the Property in the Picture, and Producer may, at any time, elect not to use the Property.
  - 6. Owner warrants that he/she/it is the sole and exclusive owner of the Property, and its licensees, successors
- and assigns, and holds each of them harmless, from and against any and all claims regarding proper ownership of the Property, and/or arising from Producer's breach of any warranty or agreement in this contract.
- 7. For use of the Property, Producer agrees to pay: (a) \$ 1,000 for each shooting day on which Producer actually makes use of the Property, and (b) \$\_500.00 for each prepping, striking and holding day (i.e., any day on which Producer actually has equipment on the Property). No payment shall be made for any day on which prepping, striking or shooting is interrupted or made impracticable for reasons outside of Producer's control and shall not constitute a holding day. At any time within six months after the conclusion of the initial period referred to in Paragraph 1, Producer may, following not less than five days' advance notice to Owner, re enter upon and use the Property for such period as may be reasonably necessary to photograph such retakes and/or added scenes as are desired by Producer, and, in any such event, the rates specified in this Paragraph shall apply.
- 8. Owner and Producer shall inspect, document, come in agreement to, and sign off on a Schedule D which states and authenticates the physical condition of Property prior to Term. In connection therewith, Owner agrees to submit to Producer in writing, within five (5) days after the expiration of the Term (including any additional use by Producer of the Premises) a detailed listing and detailed photos of all claimed property damage arising out of or resulting from such use, and Owner shall permit Producer's representatives to inspect the property so damaged and compare to Schedule D (Attached). Estimates for any claimed damages must be submitted in writing within five (5) business days after the expiration of the Term, of which case Producer shall be invoiced for such agreed damages and shall pay accordingly.

- 9. Should there be any action or proceeding relating to this contract between the parties hereto, the prevailing party shall be entitled to reasonable attorneys' fees and any other costs incurred in connection with such action or proceeding. This agreement shall be governed by the laws of the Commonwealth of Kentucky with venue for all actions being in Woodford Circuit Court or the United States District Court for Eastern District of Kentucky.
- 10. This is the entire agreement. All amendments to this agreement must be in writing. No other authorization is necessary for Producer to use the Property as herein contemplated.

5 1 "	To the state of th	
Production	n is allowed to use house power when setting up lights/ge	ar/etc. for filming
CCEPTED DV ACC		
	EDTED RV.	
ACCEPTED BY: ACC	EPTED BY:	
	EPTED BY:	
		("Dua dua 22")
	CIFDDO3 ("Owner") BTG agent	("Producer")
Tori Jones 3y:_ 7E69D950483C6FCE12C534FD40		("Producer")
ACCEPTED BY: ACC Jones By:		("Producer")

	This A	greeme	nt, mad	e and enter	ed into thi	is, the	: 4 <sup>n</sup>	day of	December	20 25, b	y and
betwee	n the V	WOOD	FORD	COUNTY	<b>BOARD</b>	OF	<b>EDUC</b>	ATION,	hereinafter		
Lessor	and	som h	en Fr	nd LLC	Herein	after 1	referred	l to as Le	essee;		

#### WITNESSETH:

It is mutually agreed by and between Lessor and Lessee as follows:

- sum of \$\_\_\_\_\_ in addition to any other sums to be paid to Lessor pursuant to subsequent sections of this Agreement. The Lessee shall pay to Lessor, upon execution of this Agreement, a deposit in the amount of \$\_\_\_\_\_. All remaining indebtedness shall be paid upon rendition of Lessor's invoice(s).
- 3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
- 4. Lessor reserves the right to assign priorities among Lessees and to cancel this Lease Agreement with Lessee in favor of leasing the premises to another Lessee. If cancellation is made by Lessor, Lessee will be notified as soon as practicable and be refunded its deposit. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation.
- 5. Lessee shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by any rules and regulations adopted by Lessor for the use, occupancy and operation of said premises. Such rules and regulations may be changed from time to time.
- 6. No activities in violation of Federal, State or Local Laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessee agrees to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
- 7. No use of any tobacco products, alternative nicotine products or vapor products as defined in <u>KRS 438.305</u> shall occur within the building or on school-owned property.
- 8. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or Municipal law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless therefrom, including any and all costs, penalties, interest, and expenses pertaining thereto.

SCHOOL FACILITIES 05.31 AP.21 (CONTINUED)

#### Agreement for Use of School Facilities

- 9. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity.
- 10. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
- 11. Lessee agrees not to bring onto the leased premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Lessor. Lessor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
- 12. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence that is satisfactory to Lessor that any royalty or other charge had been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
- 13. Lessor agrees to furnish Lessee the premises "as is", together with heat, water, light, and ventilation. Any services requested by Lessee to be performed by Lessor or its agents shall be charged to Lessee at the rates established to fully reimburse the Lessor for its costs.
- 14. Advertisements or solicitations of funds in or about the building are prohibited.
- 15. Lessee shall be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
- 16. Lessee acknowledges that the leased premises shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without restrictions whatsoever.

- 17. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or should any part of the premises be made impractical for use by any cause, Lessor may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, Lessor will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Lessor in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Lessor a prorated portion of the consideration plus any expenses incurred by Lessor to that time, in connection with this Agreement; and Lessor will refund any part of the consideration already paid by Lessee that exceeds such amount. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
- 18. As an additional consideration for this Lease Agreement for use of the premises, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against all claims or damages arising out the event that is the subject of this Agreement. Lessee agrees to deliver a certificate of insurance reflecting the coverage seven days before the date first mentioned above. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.
- 19. Notwithstanding any other provision of this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as liquidated damages, and no portion shall be returned to Lessee. Lessor shall, in addition, be entitled to any other sums to which it may be entitled to under this Agreement. Upon any violation, Lessor shall also have the right to terminate this Agreement if it elects to do so.
- 20. Lessee agrees to indemnify and hold Lessor and each of its agents, employee, officers, directors, trustees and affiliates, in either their individual or official capacities, harmless against all loss and expense which may result in any way from any accident, injury or damage, either to person or property arising from the purpose of the lease set out herein or any other cause that arises from this Agreement, except as may result from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.
- 21. Lessee acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

Lessee herby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities from any and all claims, agreements, contracts, covenants, actions, suits, causes of action, damages, costs, expenses, attorneys' fees, judgments, and liabilities of whatsoever kind of nature in law, equity, or otherwise whether now known or unknown, suspected or unsuspected, which Lessee may hold or which Lessee may in the future hold as against the Woodford County Board of Education or the other persons or entities named above and which arise out of or may in any way be connected with this Agreement, except if such results from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date first above written.

	LESSOR:
BY:	BY:
Building Administrator	For Woodford County Board of Education
	Lori Jones
	7E69D950483C6FCE12C534FD4C1FDD03 readysign
	LESSEE:
	BY:
	TITLE: Atlany
	0 - 0
	A Kentuky Limited Labitry
	A Kentuky Limited Libitry Company

Rental fees shall be as follows (minimum charge of two hours):

Fees represent reimbursements, not personnel hourly pay. Personnel will be paid at hourly rate. At the recommendation of the Superintendent, the board may waive fees for part or all of the agreement.

Gymnasium/Cafeteria/Auditorium/Non-turf fields	\$60.00/hour
Classroom	\$45.00/hour
Specialty Classrooms (ex. CTE spaces/Library)	\$50.00/Hour
Custodian	\$30.00/hour/person
Larger events might require more than one personnel.	
Audio & Video Personnel	\$30.00/hour/person
This is required if using school-owned technical equipment (sound, lighting, projector, or screen equipment) is requested by lessee. School equipment may only be used by lessee if A/V personnel is present. Larger events might require more than one personnel. Technology Director, or designee, approval required.	
Turf Fields	\$80.00/hour
Field Lights	\$25.00/hour
Classroom/Library Utilities	\$45.00/hour
Gym, Auditorium, Cafeteria Utilities	\$60.00/hour
Other items not listed	Varies, as approved by the Superintendent or designee, listed on the agreement

Groups that rent the building on a continuous basis will pay a fee set by the Superintendent or designee.

#### **AED NOTICE**

Dear
The Woodford County School District is committed to providing students, staff, and visitors with a safe environment. Automated External Defibrillators (AED's) have been placed in the District's school Facilities. Cabinets are alarmed but not locked. The alarm will stop when the door is closed.
We have trained staff available during regular school/business hours. However, please be advised that trained staff <u>MAY NOT</u> be available to assist in the event of an emergency. If someone with your group is certified in CPR and the use of the AED, please feel free to utilize our defibrillator. We encourage everyone to participate in our community effort to be cardiac safe.
If a medical emergency event occurs, please be advised to call 911 immediately. If you use the AED, please contact the Coordinator of Student Services at 879-4600 ext. 2110, so that we may replace any materials used in the resuscitation effort.
We would encourage everyone to learn CPR and how to use the AED. It could be the difference between life and death. For information on classes scheduled for our area, please call the Bluegrass Chapter of the American Red Cross at 859-253-1331.
Sincerely,
numer to the strength of the s
Superintendent, Woodford County Schools
I have read and understand the above.
Signed: Group: Logari La Prod LL
Review/Revised:6/12/2023