

**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 Alan Prohaska/Jonathan hereinafter referred to as "User" of the school facilities hereinafter described. Stefany 01

**WITNESSETH:**

The Principal does hereby agree to permit User to utilize certain school facilities more particularly described as follows:

EES gym - "The Program" basketball organization practices + workouts

at the following times and dates: 1-2 times per week, starting 2/14 through 06/27 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.

2/14-10:00-12:00  
 2/18 -6:00-8:00  
 2/21 -10:00am-12:00  
 2/25 - 6:00-8:00  
 other dates TBD -  
 gym availability pending

Use Agreement

IN WITNESS WHEREOF the Principal for and on behalf of the Board of Education and the User hereunto set their hands this 21<sup>st</sup> day of January, 20 26.

Erpenbeck Elementary SCHOOL

BY: [Signature]  
PRINCIPAL

Adam Prohaska

USER

8694 Eden Ct.

ADDRESS

Union KY 41091

CITY STATE ZIP

513.560.4432 - Adam, 859.866.8459 - Jonathan

PHONE NUMBER



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**01/22/2026**

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).

<b>PRODUCER</b> SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	<b>CONTACT NAME:</b> Sports Dept		
	<b>PHONE (A/C, No. Ext):</b> 800-622-7370   <b>FAX (A/C, No):</b> 803-256-4017		
	<b>E-MAIL ADDRESS:</b> instructor@sadlersports.com		
	<b>PRODUCER CUSTOMER ID#:</b>		
<b>INSURED</b> Adam Prohaska DBA The Program 8694 Eden Ct Union, KY 41091  Application ID: 473432 A Member of the Sports, Leisure & Entertainment RPG	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> AIG Specialty Insurance Company		26883
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		

**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	
<b>A</b>	<b>COMMERCIAL 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 <input type="checkbox"/> OTHER	X		9YAPG000133448690	12:01AM ET 01/22/2026	12:01AM ET 01/22/2027	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (fire legal liability)	\$1,000,000
							MEDICAL EXP (other than participant)	\$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
							PROFESSIONAL LIABILITY	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
								<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON- OWNED AUTOS <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII
	<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	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER Y/ N EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUE <input type="checkbox"/> OTHER	
	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>						PRIMARY MEDICAL	
							EXCESS MEDICAL	

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

**RE: Sports Instruction Conducted at Locations Not Owned/ Operated by Instructor**  
Sports Instructed: **Basketball**

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
RELATIONSHIP: Property Owner/ Lessor  <b>Boone County School District</b> 8330 US Highway 42 Florence, KY 41042	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 

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

\*\* NOTICE TO TEXAS INSURED: 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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### 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 1/22/26

Requestor's Contact Information

Name: Adam Prohaska / Jonathan Stefanopoulos

Organization: The Program

Does this organization have non - profit status?  Yes  No

If yes, please attach documentation.

Contact number: 859-866-8459

Email address: Jonathan.Stefanopoulos2@boone.kyschools.us

School / Location Requested

Esperbeck 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 : Every Saturday available starting 2/14/26, possibly one week if not available

Program/ event time: 10:00<sup>am</sup>-12:00<sup>p.m.</sup> (or based on gym availability) 6:00-8:00 p.m.

Actual time needed: " Include set up / tear down / clean up / restoration time

Expected number of attendees: 10-14 people

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.

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?

Jonathan Stefanopoulos, AP @ EES

Purpose of the event / program:

Use of gym for basketball practices and workouts.

Safety and Emergency Procedures:

To be reviewed w/ coach.

Inclement Weather Plan :

To be reviewed, in compliance w/ district guidance

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.

N/A "Leave it better than you find it."

For outdoor only events:

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

N/A

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