

Use Agreement

This agreement made by and between the Boone County Board of Education, Burlington Elementary as Principal authorized so to act by direction of the Board of Education and Webby Dance Company 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:

To host an afterschool club for students at Burlington Elementary

at the following times and dates: On Tuesdays from March 24th - May 12th from

4:00 - 5:00 PM 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 18 day of Februray, 20 26.

Burlington Elementary SCHOOL

BY: Andrew Gatewood
PRINCIPAL

Shannon Cheatham
USER

1358 Eagle View Dr
ADDRESS

Hebron, KY 41048
CITY STATE ZIP

859-816-3341 (cell) 859-512-6843 (office)
PHONE NUMBER

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 Februray 18, 2025

Requestor's Contact Information

Name: Shannon Cheatham

Organization: WEBBY Dance Company

Does this organization have non - profit status? Yes No
If yes, please attach documentation.

Contact number: 859-816-3341 (cell) 859-512-6843 (office)

Email address; Scheatham@webbydancecompany.com

School / Location Requested

Burlington 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 : Tuesdays from March 24, 2026 - May 12, 2026

Program/ event time: 4:00 - 5:00 PM

Actual time needed: 4:00 - 5:00 PM Include set up / tear down / clean up / restoration time

Expected number of attendees: 20 Students

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.

We will send club info out to the community in our weekly school newsletter and send flyers home with student as well.

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?

Heather Smith will be the club sponsor for this club.

Purpose of the event / program:

Provide Burlington families with fun and affordable enrichment opportunities through after school programs.

Safety and Emergency Procedures:

We will follow the safety plan set by the school.

Inclement Weather Plan :

We will cancel clubs and reschedule in the event of 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 clean up our materials before leaving. There will be no extra facility maintenance required.

For outdoor only events:

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

We will use the school facilities near the restroom.

This section to be completed by school or district administration

Please initial each item.

AG Administration has reviewed the application in its entirety and has attached all required documents.

AG Administration has checked the **Active Facility and Construction Projects** document to ensure there is no conflict with scheduled work.

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