

Use Agreement

This agreement made by and between the Boone County Board of Education, Renee Turner as Principal authorized so to act by direction of the Board of Education and Yealey Elem 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:

Cafeteria, gym, teacher's lounge, playground.

at the following times and dates: June 5th, 2026 - July 31, 2026

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 3rd day of February, 20 26.

Yealey Elen. SCHOOL

BY: Renee Turner
PRINCIPAL

Benjamin Oldiges
USER

3290 Maplewood

ADDRESS

<u>Burlington</u>	<u>KY</u>	<u>41005</u>
CITY	STATE	ZIP

(859)334-2117 or (859)638-3161 (cell)

PHONE NUMBER

CERTIFICATE OF INSURANCE**Issue Date: January 31, 2024****INSURER**

KACo All Lines Fund
400 Englewood Drive
Frankfort, Kentucky 40601
1-800-264-5226

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certification does not amend, extend or alter the coverage afforded by the policies below.

Company Letter A: KACo All Lines Fund

Company Letter B:

Company Letter C:

Company Letter D:

Company Letter E:

INSURED

Boone County Fiscal Court
2950 Washington Street
PO Box 960
Burlington, KY 41005-0960

COVERAGES

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 terms, exclusions, and conditions of such policies. Limits shown may have been reduced by claims.

CO LTR	Type of Insurance	Policy Number	Policy Eff. Date	Policy Exp. Date		All Limits
A	General Liability	P&C0073	7/1/2023	Until Cancelled	General Aggregate	\$8,000,000
	☐ Claims Made ☒ Occurrence				Products-Comp/Ops Aggr	
	☐ Owner's & Contractor's Prot.				Personal & Adv. Injury	
					Each Occurrence	\$5,000,000
					Fire Damage (Any 1 Fire)	
	Automobile Liability				Medical Exp. (Any 1 Pers.)	\$5,000
	☐ Any Auto ☐ Hired Auto				Combined Single Limit	
	☐ All Owned ☐ Non-Owned				Bodily Injury (Per Pers.)	
	☐ Scheduled ☐				Bodily Injury (Per Acc.)	
					Property Damage	
	Property				Deductible (comp/coll)	
	Inland Marine				As Per Statement on File	
	Law Enforcement				Each Occurrence	
					Aggregate	
	Errors & Omissions				Each Occurrence	
					Aggregate	
	Flood					

Description of Operations/Locations/Vehicles/Special Items:

Use of Any School Facilities, for any dates, as specified for Boone Co Parks activities

Certificate Holder

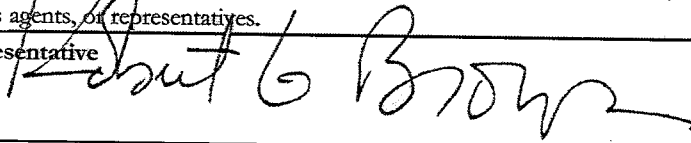
☐ Loss Payee
☒ Additional Insured

Boone County Schools
8330 US HWY 42
Florence, KY. 41042

Cancellation:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

Authorized Representative



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 01/21/2026

Requestor's Contact Information

Name: Ben Oldiges (David Whitehouse)

Organization: Boone County Parks and Recreation

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

Contact number: (859)334-2117 or (859)638-3161

Email address; boldiges@boonecountyky.org or dwhitehouse@boonecountyky.org

School / Location Requested
Yealey Elementary

List all areas needed:
Cafeteria, Gymnasium, Restroom facilities

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

Date(s) of program / event : June 1st, 2026-July 31st, 2026

Program/ event time: Boone County Parks Summer Camps

Actual time needed: 6:45AM-6:00PM Include set up / tear down / clean up / restoration time

Expected number of attendees: 55 campers(Max) +7staff(Max)

Is this event part of a fundraiser? ____ Yes X 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

This event will be advertised on Facebook and other social media pages, boonvountyky.org /parks will also be heavily used.

Do you have liability insurance? X 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?

We will have professional trained staff on hand for each location, including one On-Site Supervisor who will oversee all Summer Camp operations. We also will have a full time Camp Director (Araya Gupta) over seeing all locations. Program Coordinator (Cody Korseon) and Deputy Parks Director (Ben Oldiges) will be heavily invovled as well.

Purpose of the event / program:

To give Boone County Parents an affordable summer program, that serves as an alternative to traditional child care services. Last year we had over 250 participants, and attendance was strong.

Safety and Emergency Procedures:

All summer camp locations (6) will be responsible following Boone County 's safety regulation and procedures.

Inclement Weather Plan :

All camps will be taking place in school cafeteria's and gynasiums, so weather should not come into play, unless we are leaving the location for a field trip.

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.

All staff are tasked with treating each school location as if it were a Boone County Fiscal Court facility. This means that all staff are responsible for daily sweeping, removal of trash, organizing supplies, and cleaning up messes generated by our camp or participants. Each school location has been instructed to share with Parks leadership, if staff are not meeting expecations.

For outdoor only events:

07/03/2025

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

School restrooms will be utilized, by each summer camp.

This section to be completed by school or district administration

Please initial each item.

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

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

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



**BOONE COUNTY
PARKS**

Camp Yealey

2026 PROGRAM USE/PAYMENT CONTRACT

School (s): Yealey Elementary

Principal (s): Principal Turner

Address: 10 Yealey Dr Florence, KY 41042

Phone: (859) 282-3333

Date(s) of Camp Yealey Program: M-F, June 5 through August 31st, 2026.

No program June 29th-July 3rd.

Move in begins May 28th.

Move out by July 31st, 2026.

Time of Camp Yealey Program: 6:45 AM to 6:00 PM

Facility Use: Boone County Parks will be given access to 3 areas: the school gymnasium, faculty lounge, and cafeteria. We also need to have access/use of tables, playground, 1-2 sets of restrooms, large sink to fill coolers, ice machine, outside water. In return, campers and counselors are to be respectful and responsible to the school and staff while attending camp.

Payment: Boone County Parks will pay \$155 per registered camper to Yealey Elementary for use of the school facility.
Maximum of 50 campers per elementary camp and 35 per middle school camp.

Payment Schedule: Payment will be made to the above participating school in August.

Principal/School Board Member Signature: Renee Turner

Date: 2/3/26

Program Coordinator's Signature: _____

Date: _____

Please sign and return by April 30th. Boone County Parks: 859-334-2117