

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII D **DATE:** March 30, 2026

TOPIC/TITLE: Approve Contracts

PRESENTER: Administrators

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
 - ACTION REQUESTED AT THIS MEETING
 - ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
 - ACTION REQUESTED AT FUTURE MEETING: (DATE)
 - BOARD REVIEW REQUIRED BY
-
- STATE OR FEDERAL LAW OR REGULATION
 - BOARD OF EDUCATION POLICY
 - OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
 - PREVIOUS REVIEW OR ACTION
-
- DATE:
 - ACTION:

BACKGROUND INFORMATION:

SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: Collaborative Service Agreement (Stepping Stones Therapy Center); Payment Agreement (Dr. Dish); Sales Agreement (Lexington Legends); Memorandum of Understanding (JAGKY); Memorandum of Understanding (NCS Pearson, INC); Subscription Agreement (RedRover-Hiring); Rental Agreement (Air-Time Inflateables); Facilities Rental Agreement (Knights Track Club); Facilities Retnal Agreement (4-H Kyle Hamlin); FRYSC District Contract.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Yari Jones

Stepping Stones



Stepping Stones Therapy Center
260 Crossfield Dr. Ste 3
Versailles, KY 40383

Schools School-Based Services 2026-2027

The Collaborative Service Agreement between the staff of Woodford County Public Schools and Stepping Stones Therapy Center will have the following components:

1. The goal is to facilitate the provision of Applied Behavior Analysis services for individuals in which Woodford County Schools care for service with Stepping Stones Therapy Center.
2. Stepping Stones Therapy Center employees will provide intake and ongoing Applied Behavior Analysis services and consult and collaborate with staff to provide supports for our clients as needed.
 - Stepping Stones employees are present for the client they are billing for only.
 - Stepping Stones employees may not provide support for students they are not billing for.
 - Stepping Stones employees may not supervise students, provide bathroom breaks, make copies, grade papers, etc.
3. Stepping Stones Therapy Center employees will be credentialed with their licensure boards and provide copies of licenses as requested.
4. Stepping Stones Therapy Center will ensure compliance with all existing federal, state, and local laws and regulations governing the scope of practice of mental and behavioral health professionals.
5. Stepping Stones Therapy Center will provide a list of employees and/or other personnel and their role, who will be working in the facility and updated if changes are made during the term of the agreement.
6. Stepping Stones Therapy Center will comply with state regulations which may include background checks, fingerprinting, child abuse and neglect check.
7. Stepping Stones Therapy Center will only provide services to clients of Stepping Stones Therapy Center.
 - Stepping Stones behavior technicians may not provide instruction or advice to staff or students
 - Stepping Stones BCBA's may provide staff trainings upon request, but may not work with students who are not clients of Stepping Stones
8. Stepping Stones Therapy Center will maintain confidentiality according to HIPAA
9. During the term of this agreement Woodford County Schools agrees to:
 - Provide a safe environment, space, and reasonable accommodations to allow the provision of services during the operational day and in the building(s).
 - Comply with FERPA standards as appropriate to the setting.
 - Provide a liaison for questions and concerns from providers.
10. Woodford County Schools in Versailles, KY is not responsible for payment for services provided by Stepping Stones Therapy Center.
11. The terms of this agreement are valid for one calendar year.

***I have read, understand, and agree to the terms of the memorandum of understanding between Stepping Stones Therapy Center and Woodford County Public Schools**

Stepping Stones Therapy Center Name and Title

Agency Printed Name and Title

Stepping Stones Therapy Center Signature

Agency Signature

Date

Date

DR. DISH PAYMENT AGREEMENT

Terms of Agreement

Total Price of Equipment	\$5,420.00	Annual Interest	0%
Cost of Shipping	\$587.00	Per month/12 month Total	N/A
Amount Paid Down	\$3,297.00	# of Payments to be Made	1
Amount Financed	\$2,710.00	Payment Start Date	Mar 13, 2026
Amount Due (Due in 12 months)	\$2,710.00	Payment Due Date	Mar 13, 2027

Office Use Only

Amount Received						
Date Received						
Balance Due						

This **Installment Purchase Agreement and Payment Schedule** (this "Agreement") is dated as of Mar 13, 2026 by and between Airborne Athletics, Inc. ("Airborne Athletics") and Woodford County Middle School (Versailles, Kentucky) ("Customer").

WHEREAS, Airborne Athletics and Customer have entered into an agreement for Customer to purchase certain equipment from Airborne Athletics (the "Equipment") pursuant to that certain Order Form dated [Document.CreatedDate] attached to this Agreement as Exhibit A; and

WHEREAS, Customer desires to pay for the equipment over time and Airborne Athletics is will to accept such installment payments for the Equipment pursuant to the terms and conditions contained herein; and

WHEREAS, Customer agrees to such terms and conditions.

NOW THEREFORE, intending to be legally bound hereby, Airborne Athletics agrees to sell to Customer, and Customer agrees to purchase from Airborne Athletics, the items of Equipment on an installment payment basis upon the following terms and conditions:

** If full payment is not received by one year from date of signature, a \$50 late fee will be applied.*

1. DELIVERY AND ACCEPTANCE; POSSESSION ONLY

The Equipment will be delivered by Airborne Athletics to Customer at the location specified in the Purchase Order. Customer will have possession of the Equipment but Customer will not have ownership of the Equipment until Airborne Athletics receives full payment for the Equipment.

2. PAYMENT

Customer agrees to pay to Airborne Athletics or any assignee the payments as set forth in Payment Schedule above. Customer's obligation to make the payments shall commence on the date that the Equipment is delivered and accepted and shall be absolute and unconditional in all events except as expressly provided herein. Notwithstanding any dispute between Customer and Airborne Athletics or any other person, Customer shall make all payments when due and shall not withhold any payments, or portions thereof, for any reason whatsoever.

3. PERSONAL PROPERTY

The Equipment is, and will remain, personal property and shall be deemed personal property even if fixed to real estate.

4. MAINTENANCE

Customer, at its own cost and expense, will maintain the Equipment in good operating condition until the Equipment is paid for in full and will not alter, misuse,

abuse, waste, or be allowed to deteriorate except for ordinary wear and tear resulting from its intended use.

5. RISK OF LOSS; DAMAGE; DESTRUCTION

Upon acceptance of the Equipment, Customer assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment or obsolescence thereof shall relieve Customer of the obligation to make payments. In the event of damage to any item of Equipment, Customer will immediately notify Airborne Athletics or its assignee. If the Equipment is lost, stolen, destroyed or damaged beyond repair, Customer will on the next payment Date following occurrence of loss, pay Airborne Athletics all amounts then outstanding for the Equipment.

6. ASSUMPTION OF RISKS

Customer assumes all risks and liabilities for injury to or death of any person or damage to any property, in any manner arising out of possession, use, operation, custody, control, condition or storage of the Equipment by Customer whether such injury or death be with respect to Customer's property or the property of other.

7. EARLY PAYMENT OPTION

Customer shall have the right to pay amounts outstanding at any time.

8. ASSIGNMENTS

Without Airborne Athletics' prior written consent, Customer will not either (i) assign, transfer, pledge, or grant any security interest in or otherwise dispose of this Agreement the Equipment or any interest in this Agreement, the Equipment, or (ii) lease or lend the Equipment. Airborne Athletics may assign its rights, title, and interest in and to this Agreement and the Equipment and/or grant or assign a security interest in this Agreement and the Equipment.

9. EVENTS OF DEFAULT BY CUSTOMER

If Customer fails to make payment when due or otherwise fails to perform any other obligation under this Agreement, such failure shall be deemed an "Event of Default. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Airborne Athletics may at its option, exercise any one or more of the following remedies:

- (a) By written notice to Customer, with or without terminating this Agreement, declare an amount equal to all amounts then due under this Agreement, and all remaining payments, to be immediately due and payable;
- (b) By written notice to Customer, request Customer to (and Customer agrees that it will), at Customer's expense, promptly return the Equipment to Airborne Athletics or Airborne Athletics, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, and Customer hereby expressly waives any damages occasioned by such actions not caused by Airborne Athletics' willful misconduct or negligence;
- (c) Exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of Minnesota or to recover damages for the breach of this Agreement or to terminate this Agreement. In addition, Customer will remain liable to the extent not prohibited by law for all covenants under this Agreement and for all fees, other costs and expenses incurred by Airborne Athletics with respect to the enforcement of any of the remedies listed above or any other remedy available Airborne Athletics.

10. PARAGRAPH HEADINGS

All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

11. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by the laws of, the state of Minnesota.

12. ENTIRE AGREEMENT; WAIVER

This Agreement, together with the attached exhibits constitute the entire Agreement between the parties with respect to the financing of the Equipment, and this Agreement shall not be modified amended, altered, or changed except with the written consent of Customer and Airborne Athletics. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by

Airborne Athletics or Customer of any breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF the parties to this Agreement have executed it to be effective as of the date first above written.

Signatures

Signature

Choose a profile to start the e-signature process.

Lori Jones lori.jones@woodford.kyschools.us	Sign now
---	-----------------

Airborne Athletics, Inc.		Customer	
Title	Business Development Associate	Title	Superintendent
Name (Printed)	Derek Meger	Name (Printed)	Lori Jones
Date	Mar 13, 2026	School Name	Woodford County Middle School
		Date	Mar 13, 2026
		Phone #	859-879-4650
		Mobile Phone #	





Lexington Legends
 207 Legends Lane
 Lexington, KY 40505
 PH: 859-252-HITS (4487)
www.lexingtonlegends.com

2026 Group Sales Agreement

Customer:

Woodford County Middle School

Contract ID:

Contract Date: 3/13/2026

EVENT INFORMATION

Event Date: 5/6/2026

Event Time: 10:30 AM

Team Rep: Wil Eads

Attn: Ms. Kim Joyner

P:

E: kim.joyner@woodford.kyschools.us

*Please verify that all of the information above is correct.
 For changes, please call 859-252-HITS (4487)*

Item Name	Description	Unit Price	Quantity	Total
Education Day	Student Tickets	\$8	100	\$800
Education Day	Staff Tickets	\$0	6	\$0

Total: \$800
 Balance: \$800

A 25% non-refundable deposit is required within two (2) weeks of date of reservation. Failure to pay the deposit will result in agreement being voided and reservation will be canceled and released. Final payment is required 2 weeks / 14 days prior to event date (unless otherwise specified) or event is subject to cancellation and forfeiture of all payments previously collected. A 2.7% service fee will be applied for all payments made by a credit card.

I hereby certify that I understand the terms of this contract and all group event guidelines. Once signed by CLIENT and the Temerity Baseball Team III LLC, this document becomes a legally binding, non-cancelable contract. TEMERITY BASEBALL TEAM III LLC will invoice for services rendered according to the schedule listed above. Payment for all invoices is due upon receipt. Non-payment of invoice when due shall constitute default of this contract on behalf of this CLIENT. In the event of default, CLIENT agrees that TEMERITY BASEBALL TEAM III LLC shall be entitled to recover from CLIENT reasonable attorneys' fees and costs incurred by TEMERITY BASEBALL TEAM III LLC in enforcing collection of monies owed. Signature of this document indicates acceptance of these payment terms and verification of all information listed here. Facsimile signatures are acceptable on this agreement.

x

Signature

Printed Name

Date

Payment Information

Name on Card:

Card #:

EXP:

CVV:

Zip Code:

Check #:

(please make checks payable to: Temerity Baseball Team III LLC)

Cash Amount:

Today's Payment Amount:

Event Notes:



2365 Harrodsburg Rd
Ste B330
Lexington, KY 40504
(859) 407-3479
info@jagky.org
www.jagky.org

MEMORANDUM OF UNDERSTANDING 2026-2027

This Memorandum of Understanding ("MOU") covers the operation of a Jobs for America's Graduates Program ("JAG Program") established by Jobs for Kentucky's Graduates, Inc. ("JAG Kentucky") at Woodford County High School (the "School"). JAG Kentucky has made available a special incentive grant to implement the JAG Program at the School with the following terms and conditions.

Woodford County High School Responsibilities

In consideration of the special incentive grant and other services delivered by JAG Kentucky, the School agrees to:

1. Employ a full-time, mutually acceptable educator qualified to fulfill the responsibilities of a JAG Specialist ("Specialist"). The Specialist must be a certified teacher or qualify as an adjunct instructor through the Kentucky Department of Education, with the interview and selection process providing an opportunity for JAG Kentucky staff input.
2. Compensate the certified Specialist in accordance with the school's standard salary schedule and the non-certified Specialist in accordance with the school's classified salary schedule. This includes provision of benefits if applicable.
3. Apply 100% of the special incentive grant toward the salary of the Specialist. Only the Specialist's salary for instruction related to the JAG Program qualifies for reimbursement under the special incentive grant. Coaching stipends and other compensation amounts do not qualify for reimbursement. The special incentive grant will be the maximum of one of the following depending on the qualification of the Specialist:
 - a. Certified Instructor – Forty Thousand Dollars (\$40,000); or
 - b. Adjunct Instructor – Thirty-Five Thousand Dollars (\$35,000).
4. Contribute as in-kind services the use of an appropriate classroom space for the JAG Program, supplies and copier access, and equal access to resources available to other instructors employed by the School. A cafeteria, gymnasium, hallway, or other non-classroom space is not considered appropriate for the purposes of this MOU.
5. Promote the integrity of the JAG Program by:
 - a. Funding the training cost for the Specialist – a training fee in the amount of two thousand dollars (\$2,000) will be withheld from the first incentive grant payment in January;
 - b. Participating in JAG Kentucky Summer Training (up to four days in July);
 - c. Participating in Data Management System Training (up to two days);
 - d. Participating in JAG Kentucky Fall Training (up to two days in October);
 - e. Participating in JAG Kentucky Spring training (up to two days virtually in March);
 - f. Participating in the National Student Leadership Academy ("NSLA") (three days in late fall);

- g. Participating in the Career Development Conference (“CDC”) (up to three days in spring) and providing one staff member from the school or district leadership team to serve as a judge at the virtual regional CDC; and
 - h. Providing substitute instructors for the Specialist to attend the training sessions and events listed above.
- 6. Promptly notify JAG Kentucky of any change in the status of the JAG Specialist, including resignation, termination, or reassignment outside of the JAG Program, and work collaboratively with JAG Kentucky to identify a qualified replacement.
- 7. Assist the Specialist and School Guidance Counselor in recruiting students most in need of services delivered by the JAG Program.
- 8. Ensure a JAG Program roster with the following attributes:
 - a. a minimum of forty-five (45) students;
 - b. a maximum of sixty-five (65) students;
 - c. a minimum of ten (10) high school students who qualify for Pre-ETS services or ten (10) middle school students who qualify for Medicaid services, ensuring that Medicaid-eligible students are identified according to HIPAA standards so that the Specialist can document accordingly;
 - d. an appropriate mix of students in different strata of academic achievement;
 - e. a balanced representation of students across grade levels, avoiding a disproportionate concentration within any single grade; and
 - f. all students must meet at least six (6) JAG Selection Criteria.
- 9. Regard the Specialist as 100% dedicated to delivering the full JAG Program model including a regular class schedule with:
 - a. Three (3) or four (4) JAG classes (assuming a 7-period day);
 - b. One (1) data entry period;
 - c. One (1) planning period; and
 - d. Remainder of time allotted to perform mandatory off-campus employer marketing, job development, online training, student follow-up, and placement responsibilities.
- 10. Provide for the coordination of the JAG Program and Career Association with other school programs and services where appropriate, including fundraising and a club account to be held for the Career Association by the school.
- 11. Enable eligible students to attend work-site visits, NSLA, Capitol Day, and CDC, and work with the Specialist to arrange transportation to these events.
- 12. Provide funding for a minimum of two (2) worksite visits (field trips) per year. This includes transportation to and from the worksite. Additional worksite visits should be funded through the JAG class or Career Association fundraisers and donations.
- 13. Provide adequate supervision to ensure that the Specialist fulfills the responsibilities of this MOU and achieves the performance standards of the JAG Program model as well as any additional requirements of any funding sources. Any additional funding source requirements will be communicated in advance of commencing the JAG Program.
- 14. Provide school and classroom access to JAG personnel to visit the JAG Program during school hours.
- 15. Allow the Specialist to use JAG Professional Learning Communities (PLCs) to meet any School district PLC requirements.

16. Provide support for prompt collection and submission of required paperwork to JAG Kentucky staff. This includes all Pre-ETS and Medicaid documents as well as student commitment forms and all other JAG Kentucky required documentation.
17. Provide read-only access to Infinite Campus, restricted to program-enrolled students, for student support and required reporting in compliance with FERPA.

JAG Kentucky Responsibilities

In consideration of the performance of the responsibilities listed above, JAG Kentucky agrees to:

18. Establish a JAG Program through a mutually beneficial partnership between JAG Kentucky and the School.
19. Develop a positive working relationship within local communities, including employers, high schools, post-secondary or technical schools, and community service organizations for the purpose of promoting and establishing local JAG accredited programs in accordance with the JAG Program model.
20. Provide curriculum, technical assistance, oversight, and training to the Specialist on the successful implementation and operation of a JAG Program to ensure conformity with the performance standards as promulgated by JAG.
21. Provide staff support and conduct periodic reviews and consultation visits to give encouragement, support, and feedback to the Specialist.
22. Sponsor the annual CDC utilizing input from students, Specialists, members of the JAG Kentucky Board of Directors, and community members.
23. Provide training and access to the JAG data management system ("JAG Force") to track the progress of students participating in the JAG Program.
24. Provide JAG Kentucky-designated supplies needed to open the JAG Club or Career Association at the School.
25. Provide feedback to School administration if the Specialist is not meeting JAG Program requirements.
26. Remit the special incentive grant via ACH bank transfer in two payments by the following dates:
 - a. January 31, 2027; and
 - b. May 31, 2027.

Remediation and Compliance

JAG Kentucky may withdraw funding and all elements of the JAG Program at Woodford County High School if after efforts at remediation, the School is unable or unwilling to take the actions necessary to assume the high-quality delivery of the JAG Program as required by the Jobs for America's Graduates, Inc. Model.

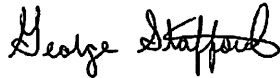
ACH Bank Transfer Information

JAG Kentucky requires all special incentive grant payments to be made by ACH bank transfer to avoid payment delays, confirm timely payment, and avoid lost checks. Provide the following information.

Federal Employer Identification Number	
Name of Bank	
Checking or Savings	
Routing Transit Number	
Account Number	
School Financial Contact Name	
School Financial Contact Email	

Agreed and Approved:

Signatures for Jobs for Kentucky's Graduates, Inc.



President

Signed: February 28, 2026

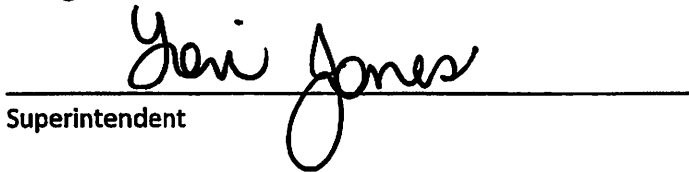


Vice President of Programs

Signatures for Woodford County High School:


Principal

2-2-26
Date


Superintendent

Date

Memorandum of Understanding

Between

NCS Pearson, Inc.

And

Woodford County Public Schools

This Memorandum of Understanding (MOU), effective May 1, 2026, sets forth the terms and understanding between NCS Pearson, Inc. ("Pearson") and Woodford County Public Schools ("District") (each a "Party" and together, the "Parties") for the Kentucky Equity-Based Tutoring Program pilot project ("Pilot").

Background

The Summer 2026 Kentucky Tutoring Program (KTP) pilot project, sponsored by Pearson, will be a face-to-face connection that will help improve literacy skills in reading and math for selected early primary grade students and provide a ready pool of competent pre- or post-practicum teachers. This will be accomplished by developing a high- quality equity-based primary tutoring program that includes specific data-based decisions and prescribed intervention for identified students. A social emotional component will also be added to this program.

Term

The original term of this agreement was from May 1, 2025- June 1, 2026. We are extending the term of this agreement from May 1, 2026 to July 31, 2027, to cover the Summer 2026 tutoring program.

Purpose

This MOU sets forth the initial understanding of the parties related to the Pilot. Pearson is implementing the Pilot in the District during the Spring and Summer of 2026. The purpose of the Pilot is to improve literacy skills in reading and math for selected early primary grade students.

The District and Pearson have agreed to continue the pilot program for School Year of 2026-2027 utilizing the source materials provided by Pearson.

Pearson will work with the district to negotiate any additional contract documents to effectuate the Pilot. This will include any license agreement/s, a Pilot statement of work, and any other required agreement/s.

District's Responsibilities

The District will select students to be served based on a predetermined criterion developed by Pearson and KDE. The district will be provided with Pearson's Aimsweb+ assessment instrument to identify appropriate instructional needs of each student.

The District will develop communications, coordination of expectations, and training of selected teachers. Due to the sensitivity of the data only the district staff with clearance will be able to access the local assessment data for individual student performance.

The District will provide access to their selected social emotional curriculum and training for participating tutors in the summer 2026 program.

Once the students are identified the district will help facilitate a summer home to school component that may include personal contact with parents.

Pearson's Responsibilities

Pearson will structure the implementation for the overall summer tutoring session effort which will include the predetermined selection criteria for students along with providing Aimsweb+ which will be used as the progress monitoring tool that will provide clear instructional needs for each student. Pearson will supply the necessary equipment and virtual access to all students as needed.

Pearson will provide materials from Johns Hopkins Proven Tutoring Research Project. [Home Proven Tutoring Org](#) These will be for K-3 students in Reading and Math. Tutors and interventionists will be trained for the implementation of this curriculum by University of North Carolina and Vanderbilt.

Pearson will support a social emotional component by utilizing the social emotional curriculum selected and provided by the District. This will be taught by the Tutors during a daily lesson in the summer session.

Pearson will do a nationwide search for tutoring candidates.

Pearson will accept applications and interview pre-practicum teachers to hire and provide necessary training to Tutors.

Pearson will be responsible for paying the tutors for their services.

Contact Information

NCS Pearson, Inc.

Name: Llana Williams

Position: Vice President

Address: 5601 Green Valley Drive, Bloomington, MN 5543
Telephone: 719-338-9754
E-mail: Ilana.williams@pearson.com

Woodford County Public Schools
Name: Dr, Lori Jones
Position: Superintendent
Address: 180 Frankfort St, Versailles, Ky 40383
Telephone: 858-879-4600
E-mail: lori.jones@woodford.kyschools.us

This Document acknowledges mutual agreement between the Parties of the terms and conditions provided herein.

Date:

NCS Pearson, Inc.
Name: Llana Williams
Title: VP School Assessment

Date:

Woodford County Public Schools
Name: Dr. Lori Jones
Title: Superintendent



Agreement for Woodford County Schools - Hiring

Woodford County Schools
180 Frankfort Street, Versailles, KY,
40383

Prepared For:
Lori Jones
lori.jones@woodford.kyschools.us

Reference: Q-11292
Quote Expiration Date: 05-26-2026

Red Rover Technologies, LLC
559 W. Uwchlan Ave, Suite 200, Exton, PA
19341

Prepared By:
Terry Goodlett
tgoodlett@redroverk12.com

Pricing*

Item Name	Annual Price	One-Time Fees	Total
Annual Subscription - Hiring	\$9,270	-	\$9,270
Implementation - Hiring	-	\$3,500	\$3,500


*The pricing listed directly above reflects full annual rates and one-time implementation costs. Actual billed amounts may vary due to proration based on your start date. Please refer to the **Billing Schedule** section below for the exact payment amounts and billing timeline.

Total Annual Subscription: \$9,270
Quote Total : \$12,770

Subscription year: July - June

This order is subject to the terms of the Master Services Agreement attached hereto as Exhibit A.

Red Rover K12	
Name	Dani OShaughnessey
Title	Sales Team
Email	dani@redroverk12.com
Signature	
Date	

Woodford County Schools	
Name	Dr. Lori Jones
Title	WCPS Superintendent
Email	lori.jones@woodford.kyschools.us
Signature	
Date	3/10/26

Billing Schedule**

Item	Duration	Total	Invoice Date	Subscription Start Date	Subscription End Date
Annual Subscription - Hiring	1	\$9,270	07-01-2026	07-01-2026	06-30-2027
Implementation - Hiring	-	\$3,500	07-01-2026	-	-

**This schedule outline may include projected future pricing for multiple years to provide visibility and aid in planning. It does not represent a contractual commitment to a multi-year agreement. Future years are optional and only apply if you choose to renew.

[Click here to download a copy of our W9](#)

MASTER SERVICES AGREEMENT

Updated 2.4.2026

Red Rover Technologies Holdings, LLC ("Red Rover") with an address at **559 W. Uwchlan Ave, Suite 200, Exton, PA 19341** and the customer identified on the Order (as defined below) referencing this Master Services Agreement ("**Customer**") hereby enter into this Master Services Agreement as of the date of the Order referencing this Master Services Agreement. Red Rover and Customer are sometimes referred to herein, individually, as a "**Party**" and, collectively, the "**Parties**".

The terms and conditions of this Master Services Agreement and any appendices, exhibits or attachments attached hereto and referenced herein (together, the "**MSA**") set forth the terms and conditions under which the Parties agree that Customer may purchase, and Red Rover will provide, access to the Red Rover software-as-a-service offerings (the "**Platform**") and any related services (collectively, the "**Service**"), in return for applicable fees (the "**Fees**"), in each case as described in any ordering document issued by Red Rover from time to time in accordance with the MSA and signed by the Parties (an "**Order**"). Each Order referencing the MSA will incorporate the terms of the MSA and constitute the entire agreement between the Parties (hereinafter, the "**Agreement**") with respect to its subject matter.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for good and valuable consideration, the Parties agree as follows:

1. **Orders.** Orders shall specify the Service being purchased, the quantity, price, applicable dates defining the term of such Order or otherwise, and any other applicable terms. No obligation to furnish or to pay for a subscription to the Service (a "**Subscription**") arises under the Agreement until there is an Order for the Subscription to the Service, and Customer is not authorized to access or use, and shall not have a right to receive the Service unless expressly set forth in an Order. Unless an Order states otherwise, each Order is independent of each other Order (but each Order is part of and integral to the Agreement). Upon the Effective Date, the Parties shall enter into an initial Order for a Subscription to the Service (the "**Initial Order**"). Customer may add Authorized Users to the Subscription for the Service, if applicable, or add Supplementary Services at any point during the Term by adding them to the Service and, in such case, Customer is agreeing that it may be billed by Red Rover for them in the next billing cycle.
2. **Service.**
 - A. **Service.** Upon full execution of an Order, unless otherwise specified in the Order, subject to the terms of the Agreement, including, without limitation, Customer's payment of any Fees, Red Rover hereby grants to Customer during the Term, the non-exclusive, non-sublicensable, non-transferable and non-assignable (except as set forth in Section 11(B)), right for any Authorized Users (subject to Section 2(B)) to (i) access, display and use the Service as made available to Customer by Red Rover as described in an Order; (ii) receive Support for the Service during the Term in the manner described in the Agreement, and (iii) use any written, printed or electronic materials published or otherwise made available by Red Rover that relate to the functional, operational and/or performance capabilities of any aspect of the Platform, all as may be updated and redistributed to Customer by Red Rover from time to time ("**Documentation**"), each solely for the internal business or operational purposes of Customer. Customer shall provide the equipment and software (e.g., internet access, third-party software licenses, etc.) required to access the Platform.
 - B. **Authorized Users.**
 - i. **Definition.** "**Authorized User**" means (a) Customer's employees, and (b) employees of Customer's consultants and contractors that have a written obligation to Customer in advance with respect to the use of any aspect of the Service or Red Rover Confidential Information that are no less protective of Customer, or restrictive upon such consultant

or contractor, than the terms of the Agreement are protective of Red Rover, or restrictive of Customer, with respect to such party's use of the same, (i) who are authorized by Customer to access and use the Service and any Red Rover Confidential Information under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the Service has been purchased hereunder.

- ii. **General.** Customer acknowledges and agrees that different types of Authorized Users may have differing access and/or usage rights with respect to the Service. Customer will be billed on either a flat-fee or per-employee-per-month ("**PEPM**") basis, as set forth in the applicable Order. Unless agreed otherwise, for each Renewal Order Term, the Fees payable by Customer on a PEPM basis shall be proportionately increased or decreased in accordance with the actual number of Authorized Users who used the Service during the preceding year. Customer acknowledges and agrees that, if an Order is for multiple years, the foregoing shall still apply, and any increases in the number of Authorized Users will result in payable amounts proportionate to such number. For Customers billed on a flat fee, rather than PEPM, basis, Customer agrees that in the event of significant user volume increases, Customer and Red Rover shall confer in good faith in order to determine an appropriate adjustment to Fees.
 - iii. **Service Administrators.** At all times during the Term, Customer must have an employee or employees that has completed administrator training from Red Rover (a "**Service Administrator**"). If a Service Administrator ceases to serve as such, Customer shall promptly provide written notice to Red Rover and have another employee obtain Red Rover Service Administrator training (at Red Rover's then current rates for such training) and be designated as a Service Administrator.
 - iv. **Third-Party Authorized Users.** Customer may not sublicense, outsource or otherwise grant access to the Service to any third party, including, without limitation, any third-party vendor, nor may any such third party be an Authorized User, without Red Rover's prior written consent.
 - v. **User IDs.** Except for Customer's Service Administrators where reasonably necessary for administrative or security purposes, Customer will not allow any user ID for the Platform to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the user ID. Customer will safeguard its user ID and other security data and methods furnished to Customer in connection with the Service and prevent unauthorized access to or use of the Service.
 - vi. **Usernames and Passwords.** Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Service. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Red Rover promptly of any unauthorized use of such usernames and passwords or any other breach of security related to the Platform or the Service known to Customer.
 - vii. **Monitoring of Use.** Customer acknowledges and agrees that Red Rover shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' usage of the Service, including the number of Authorized Users and activity within all Customer accounts to confirm Customer's and its Authorized Users' compliance with the terms of the Agreement.
- C. **Use Restrictions.** Customer shall not at any time, directly or indirectly, and shall not cause or permit any Authorized Users or other third party to: (i) copy, modify or create derivative works of the Service or Documentation, in whole or in part (except that Customer may copy the Documentation solely in connection with Customer's use of the Service); (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available

the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove, alter or obscure any proprietary notices in the Service or Documentation; (v) access or use the Service or Documentation for purposes of competitive analysis, the development, provision or use of a competing software service or product, or any other purpose that is to Red Rover's detriment or commercial disadvantage; or (vi) use the Service or Documentation in any manner or for any purpose that infringes upon, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. All rights not expressly granted to Customer are reserved by Red Rover and its licensors, if any.

- D. **Support.** Red Rover will provide Service Administrators with remote support in accordance with Red Rover's standard customer support availability Monday through Friday, during Red Rover's normal business hours, unless indicated otherwise in an Order.
- E. **Integration.** At its discretion, Red Rover may make available to Customer certain functionalities and/or processes that facilitate Customer's integration of the Service with other third-party software utilized by Customer. Notwithstanding the foregoing, Customer acknowledges that Red Rover does not control third-party software, and therefore Red Rover cannot and does not guarantee that integrations will always be available or operable and if the third-party provider ceases to make the third-party software available for the Service, Red Rover may cease providing such Service features without entitling Customer to any refund, credit or other compensation.
- F. **Suspension.** Notwithstanding anything to the contrary in the Agreement, Red Rover may temporarily suspend Customer's and any Authorized User's access to all or any portion of the Service if: (i) Red Rover reasonably suspects or determines that (A) there is a threat or attack on the Platform; (B) Customer's or any Authorized User's use of the Platform disrupts or poses a security risk; (C) Customer or any Authorized User is using the Platform for fraudulent or illegal activities; or (ii) Customer fails to make a timely payment due under the Agreement within five (5) days of Red Rover's written notice to Customer. Red Rover shall use commercially reasonable efforts to provide written notice of any Service suspension to Customer and to provide updates regarding resumption of access to the Service following any Service suspension. Red Rover will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service suspension.
- G. **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Red Rover may monitor Customer's use of the Service and collect and compile data and information related to Customer's and its Authorized Users' use of the Service that is compiled by Red Rover in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service ("**Aggregated Statistics**"). Aggregated Statistics do not constitute Customer Data (as defined in Section 6(A)). As between Red Rover and Customer, all right, title, and interest in and to Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Red Rover. Customer acknowledges that Red Rover may compile Aggregated Statistics based on Customer Data and Customer's and Authorized Users' usage of the Service, which Red Rover may use for purposes including, without limitation, operations management, performance analysis, product improvement, and research and development. Customer agrees that Red Rover may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that Red Rover's use of the Aggregated Statistics does not identify Customer, any Authorized User or Customer's Confidential Information.

- H. **Feedback.** If Customer or any Authorized User provides feedback to Red Rover regarding the Service, including but not limited to any suggestions, ideas, enhancement requests, recommendations or other information relating to the Service provided by Customer or Authorized Users ("**Feedback**"), Red Rover may use the feedback without restriction or obligation. All feedback is provided "as is" and Red Rover will not publicly identify Customer as the source of feedback without Customer's written consent. Feedback does not constitute Customer Data (as defined in Section 6(A)).
- I. **Customer Responsibilities.** Customer is solely responsible for maintaining the security and confidentiality of its systems and access credentials to access and use the Service and is responsible and liable for all uses of the Service resulting from access provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Service (including without limitation the provisions of Red Rover's privacy policy as can be found at www.redrover12.com ("**Privacy Policy**")), and shall cause Authorized Users to comply with such provisions. Customer represents and warrants that Customer has the authority, including providing appropriate disclosures and obtaining all necessary rights and consents, to provide personal information of Authorized Users to Red Rover for purposes of Red Rover's provision of the Service under the Agreement. Customer acknowledges that the Service is not intended for use by students and agrees that Customer shall not provide personally identifiable student data to Red Rover.
3. **Fees, Invoicing and Payment.**
- A. **Order Term Fees and Invoicing.** All Fees and charges shall be set forth in the applicable Order. The subscription fee for the Service will be invoiced to Customer by Red Rover at the commencement of the applicable Initial Order Term and each Renewal Order Term thereafter unless otherwise stated in the Order.
- B. **Renewal Order Term Fees and Invoicing.** Unless otherwise stated in the Order, (i) subscriptions for the Service renew each July 1 unless Customer provides a written non-renewal notice to Red Rover within thirty (30) days after the applicable renewal date and (ii) following the Initial Order Term, Red Rover may increase Fees for each Renewal Order Term subject to the following limitations: Red Rover will not increase fees by more than either (a) percent (%) above the amount of the Initial Order Term or the prior Renewal Order Term, as applicable, or (b) the increase in the CPI-U (Consumer Price Index for all Urban Consumers) for the applicable period, whichever is greater. Customer will receive notice of their annual pricing prior to the applicable renewal date, which notice may be in the form of an invoice reflecting their Fees.
- C. **Payment.** Customer shall pay Red Rover the Fees within thirty (30) days of the invoice date unless otherwise stated in the Order.
- D. **Taxes.** All Fees and any other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer unless Customer provides Red Rover with a valid applicable tax exemption certificate.
4. **Confidentiality.**
- A. **Standard of Care.** Each Party ("**Receiving Party**") acknowledges and agrees that, during the Term, it may be furnished with or otherwise have access to non-public business information, know-how and/or trade secrets in any form, whether written, electronic, oral or otherwise, that relates to and is disclosed by or on behalf of the other Party ("**Disclosing Party**") or its

affiliates, directly or indirectly, to Receiving Party in connection with the Agreement ("**Confidential Information**"). Receiving Party shall exercise the same degree of care and protection with respect to Confidential Information that it exercises with respect to its own confidential or proprietary information, but in no event shall Receiving Party exercise less than a reasonable standard of care. Receiving Party shall only use, access or disclose Confidential Information as necessary to fulfill its obligations or exercise its rights under the Agreement. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third-party to access any Confidential Information; provided, however, that: (i) Customer may disclose Red Rover's Confidential Information to Customer's Authorized Users who have a need to know it for the purposes of the Agreement; (ii) Red Rover shall have a right to disclose to its employees, affiliates and contractors who have a need to know it and have entered into terms no less protective of the same than the terms of this Section 4; (iii) the Parties may disclose the terms and conditions of the Agreement to their attorneys, accountants, financial institutions, auditors, regulators and other agents in the ordinary course of business, subject to appropriate professional obligations or written confidentiality agreements, (iv) a Party may disclose Confidential Information in accordance with Section 4(B); and (v) all use of Confidential Information shall be subject to all the restrictions set forth in the Agreement.

- B. **Compelled Disclosure.** If Receiving Party is compelled by law to disclose Confidential Information, it shall provide Disclosing Party with prior written notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest it.
 - C. **Exclusions.** The term "Confidential Information" shall not include any information that is or becomes generally available to the public without breach of any obligation by Receiving Party; was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation by Receiving Party; was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or is received by Receiving Party from a third-party without breach of any obligation owed to Disclosing Party.
 - D. **Right to Seek Injunction.** If Receiving Party discloses or uses (or threatens to disclose or use) Confidential Information in breach of the Agreement, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.
5. **Red Rover Intellectual Property.** As between Customer and Red Rover, Red Rover (and Red Rover's licensors, where applicable) is the exclusive owner of all right, title and interest, including all related intellectual property rights, in and to all aspects of the Service, including without limitation any integrations thereto, and any other Red Rover intellectual property, regardless of any participation or collaboration by Customer in the design, development or implementation of the Service. No title or ownership of intellectual property rights in and to the Service, or any component thereof, is transferred to Customer or any third parties hereunder.
6. **Customer Data; Data Privacy and Security.**
- A. **Customer Data.** "**Customer Data**" means information, data and other content, in any form or medium, that is submitted, posted or otherwise transmitted by or on behalf of Customer or an Authorized User in connection with their use of the Service. For the avoidance of doubt, Customer Data does not include any Aggregated Statistics, Feedback or any other information reflecting the access or use of the Service by or on behalf of Customer or any Authorized User.
 - B. **Customer Owns Customer Data.** As between Red Rover and Customer, Customer owns all right, title and interest in and to Customer Data, which shall never be deemed to be part of the Service, even if delivered or incorporated therewith. Customer shall have sole responsibility, and Red Rover shall have no responsibility whatsoever for, the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership of

Customer Data, and Red Rover shall not review, monitor or check Customer Data except as instructed by Customer in accordance with the Agreement or as otherwise set out in the Agreement and necessary to provide the Service to Customer. Customer hereby grants to Red Rover a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Red Rover to provide the Service to Customer.

- C. **Customer Data Processing.** Red Rover processes Customer Data utilizing administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of Customer Data and will not disclose Customer Data to any third party except (i) to Red Rover's affiliates or contractors who are performing services for Red Rover for Red Rover to provide the Service and are subject to written confidentiality requirements no less protective than those contained in Section 4, (ii) to other third parties as Red Rover deems necessary to provide the Service to Customer, or (iii) as required by applicable law. Notwithstanding the foregoing, Red Rover is responsible for any disclosures of Customer Data by Red Rover's affiliates or contractors, and/or other third parties as referenced above to whom Red Rover discloses or transmits Customer Data. Without limiting Red Rover's applicable obligations under this Section 6(C), Customer acknowledges that Red Rover is not responsible for any Customer Data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Red Rover or its affiliates or contractors, including, but not limited to, the Internet and Customer's local network.
- D. **Privacy Policy.** In performing the Service, Red Rover will comply with its Privacy Policy, which is available at www.redroverk12.com and incorporated into the Agreement by reference. The Red Rover Privacy Policy is subject to change at Red Rover's discretion; however, Red Rover privacy policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Order Term.

7. Term and Termination.

- A. **Agreement Term.** Unless otherwise terminated as provided herein, the Agreement shall commence on the Effective Date and continue until the expiration of all Orders that the Parties have executed (the "Term").
- B. **Order Term.** For purposes of the Agreement, with respect to any Order the period from the Order start date until the immediately subsequent July 1 (the "Initial Order Term") shall be deemed to be the first "year" of the Agreement, regardless of whether such period is equal to or less than three hundred sixty-five (365) days. Unless otherwise specified in an Order, each Order (and any license or subscription rights granted therein) shall commence upon the applicable Order start date and, unless Customer provides a written non-renewal notice to Red Rover not less than thirty (30) days after the immediately subsequent July 1, shall renew each July 1 for one (1)-year renewal terms (any such renewal period shall be referred to collectively as the "Renewal Order Term") (together, the Initial Order Term and each Renewal Order Term shall be referred to as the "Order Term"). Except as specifically set forth in Sections 7(C), (D) or (E) below, Customer may not terminate an Order at any time in the middle of the Order Term.
- C. **Termination for Cause.** In addition to any other express termination right set forth in the Agreement: (i) Red Rover may terminate the Agreement and/or any applicable Order upon written notice to Customer if Customer fails to pay any undisputed amount when due hereunder and such failure continues for a period of ten (10) days after Red Rover's delivery of written notice thereof; or (ii) either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party breaches the Agreement, and such breach is incapable of cure or, being capable of cure, remains uncured to the reasonable satisfaction of the non-breaching Party thirty (30) days after delivery of such notice.

- D. **Termination for Insolvency.** Either Party may terminate the Agreement and/or any applicable Order by written notice to the other Party if (i) the other Party takes any step or action in connection with its entering administration, provisional liquidation, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring or reorganization), being wound up (whether voluntary or by order of the court unless for the purpose of a solvent restructuring or reorganization), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or substantially all of its business or operations.
- E. **Termination for Non-Appropriation.** In the event that Customer is a public school district or similar public entity for which any payment obligation is dependent upon necessary funds being appropriated, budgeted and otherwise made available to Customer for payment of Fees pursuant to applicable laws and regulations, and funds are not made available for such purpose, Customer may terminate the Agreement upon written notice to Red Rover, in which case Red Rover shall not be obligated to refund any prepaid Fees, but Customer shall not be obligated to pay any future Fees under any Order terminated in accordance with this Section 7(E).
- F. **Responsibility of the Parties Upon Termination of Agreement.** Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Service. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund, except to the extent set forth in Section 7(E).
- G. **Customer Data Upon Termination.** Red Rover shall store and retain Customer Data for a period of two (2) years after the expiration or termination of the Agreement unless otherwise required by applicable law. Red Rover shall make Customer Data available in a reasonable format of its choosing upon receipt of a written request from the Customer subject to a reasonable fee based on Red Rover's then-current rates for such services.
8. **Limited Warranties; Disclaimers.**
- A. **Red Rover Warranties.**
- i. **Limited Warranty.** Red Rover warrants that the Platform will perform substantially in accordance with the specifications set forth in the then-current Documentation and that the Service shall be performed in a good, professional and commercially reasonable manner and it will use individuals with the requisite level of skill and expertise in order to do so. If Customer discovers that any functionality in the Platform fails to conform to the limited warranty provided in this Section 8(A)(i), Customer shall give Red Rover written notice of such nonconformity promptly after discovery and in any event, no later than thirty (30) days after delivery of the Service or any component thereof to Customer.
- ii. **Remedy.** Customer's sole remedy for any breach by Red Rover of the warranty provided in Section 8(A)(i) shall be to use reasonable efforts to repair or replace the nonconforming functionality in the Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support, at Red Rover's expense, as described herein, or re-perform any Service, as applicable, and if Red Rover cannot repair or replace the nonconforming functionality in the Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support for the Service within a reasonable period of time, or re-perform the Service in a manner that meets with the limited warranty within a commercially reasonable period of time, as applicable, either Party, at its option, may terminate the Agreement and Customer shall receive a refund for the period during which the functionality failed to meet the

warranty or a refund for the period during which the Service failed to meet the warranty, as applicable, and a reimbursement for any pre-paid amounts paid by Customer for the remainder of the Order Term.

iii. **Exceptions.** Notwithstanding the above, warranty coverage shall not extend to circumstances in which any failure is the result of the following: (a) Customer is in default or breach of any of its obligations under the Agreement, or (b) any non-conformance of the Service due to (1) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Red Rover; (2) Customer's negligence, abuse, misapplication or misuse of the Service (including the Customer's failure to operate it in accordance with the Documentation); (3) any repairs, modifications, configurations, customizations or rules set by persons other than Red Rover (i.e., where the issue is determined to be caused by such party); (4) Customer Data; (5) any malicious action on the part of Customer or any third party that gains unauthorized access to the servers and/or workstations of Red Rover's or Customer's devices, including, but not limited to, malware, computer viruses, computer hacking or other compromising of operating system, applications or system data; or (6) any other fault or failure that is not due to a fault or failure of the Service to conform to the warranty that the Service will perform substantially in accordance with the specifications set forth in the then-current Documentation.

B. **Red Rover Warranty Disclaimers.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 8, THE SERVICE IS PROVIDED "AS IS" AND RED ROVER AND ITS AFFILIATES MAKE NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITH RESPECT TO QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, RED ROVER AND ITS AFFILIATES DO NOT WARRANT THAT THE SERVICE WILL: (I) BE SUITABLE FOR THE PURPOSES OF CUSTOMER OR ITS USERS OR WILL ACHIEVE ANY INTENDED RESULT; (II) OPERATE IN ANY HARDWARE AND SOFTWARE COMBINATIONS OR BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS; (III) BE COMPLETELY SECURE, ACCURATE, COMPLETE OR FREE OF HARMFUL CODE OR DISABLING CODE; OR (IV) BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PERFORMANCE.

C. **Customer Warranties.** Customer represents and warrants that: (i) Customer owns all right, title, and interest in and to, or otherwise has obtained all rights, consents, permissions or licenses necessary to grant the use of Customer Data and to otherwise allow the Service access to, or possession, manipulation, processing or use of, Customer Data and any other materials in the manner in which it is doing so, including, without limitation, use of the same with the Service; and (ii) Customer Data will not infringe upon a third party's intellectual property rights.

9. **Limitations on Liability.**

A. This Section 9 sets out the entire financial liability of Red Rover (including any liability for the acts or omissions of Red Rover's affiliates, contractors and licensors) to Customer or its employees, agents, contractors or any third party acting on Customer's behalf arising under or in connection with the Agreement or the Service. Except as expressly provided in the Agreement, Customer agrees that it assumes sole responsibility for results, outputs and values obtained from the use of the Service by Customer and for conclusions drawn from such use. Red Rover shall have no liability for any damage caused by errors or omissions in any information, content, instructions or scripts provided to it by or on behalf of Customer in connection with the Service or any actions taken by Red Rover at Customer's direction.

- B. **No Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED ROVER HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR LOSS OF CORRUPTION OF DATA OR PURE ECONOMIC LOSS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, LOSS, COSTS, CHARGES OR EXPENSES, HOWEVER ARISING UNDER THE AGREEMENT, WHETHER AN ACTION IS IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- C. **Maximum Aggregate Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RED ROVER'S AGGREGATE LIABILITY ARISING OUT OF THE AGREEMENT IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RED ROVER FOR THE SPECIFIC ORDER UNDERLYING ANY CLAIM BROUGHT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.
- D. **Independent Allocations of Risk.** EACH PROVISION OF THE AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY RED ROVER TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE AGREEMENT. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE AGREEMENT.

10. Indemnification.

- A. **By Red Rover.** Red Rover shall indemnify, defend and hold harmless Customer and its directors, officers, members, managers, employees and representatives (each a "**Customer Indemnitee**") from and against any and all losses or other liabilities incurred by any Company Indemnitee resulting from any demand, claim, suit or action by a third party (an "**Action**") alleging that the Service infringes or misappropriates such third party's U.S. patents, copyrights or trade secrets. This Section 10(A) does not apply to the extent that the alleged infringement or misappropriation arises from: (i) Customer or third-party materials, including Customer Data; (ii) negligence, abuse, misapplication or misuse of the Service by or on behalf of Customer; (iii) use of the Service by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement or in any manner contrary to Red Rover's instructions; or (iv) events or circumstances outside of Red Rover's reasonable control (including any third party hardware, software, or system bugs, defects, or malfunctions). This Section 10(A) sets forth Customer's sole remedy and Red Rover's sole liability and obligation for any actual or alleged claims that the Service infringes or misappropriates the intellectual property rights of any third party.
- B. **By Customer.** To the maximum extent permitted by applicable law, Customer shall indemnify, defend and hold harmless Red Rover and its directors, officers, members, managers, employees and representatives (each a "**RR Indemnitee**") from and against any and all losses or other liabilities incurred by any RR Indemnitee resulting from any Action alleging that that use of Customer Data infringes the rights of, or has caused harm to, a third-party or any claim to the extent caused by the Service's access to, or possession, manipulation, processing or use of the Customer Data as necessary to provide the Service to Customer.

11. General.

- A. **Governing Law; Jurisdiction.** The validity, interpretation and performance of, and any dispute arising under, this Agreement shall be governed by the laws of the state where Customer is

located, without reference to the choice of law provisions of any jurisdiction. Red Rover and Customer each hereby (i) agrees that any legal proceeding arising out of or relating to the Agreement shall be instituted in the federal and state courts located in the county and state where Client is located and (ii) consents to the personal and exclusive jurisdiction of such courts, provided that either party may seek injunctive and other equitable relief in any court of competent jurisdiction.

- B. **Assignment.** Neither Party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other Party's prior written approval (not to be unreasonably withheld); provided, however, Red Rover may assign the Agreement without consent to (i) a parent or subsidiary, or (ii) in connection with a merger, acquisition, corporate reorganization, change in control, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section 11(B) shall be void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- C. **Authorized Use.** During the Term, Red Rover may publicize the fact that Customer has engaged in the authorized use of the Service and Red Rover may use Customer's name and brand image or trademark according to Customer's published guidelines for such use, but Red Rover will not state or imply that Customer endorses or recommends the Service unless authorized by Customer to do so.
- D. **Construction and Interpretation.** The Agreement may be executed and delivered by manual or electronic signature in one or more counterparts, each of which will be deemed to be an original copy of the Agreement and all of which, when taken together, will be deemed to constitute one and the same document. The Parties agree that the Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party and that ambiguities shall not be interpreted against the drafting Party.
- E. **Entire Agreement; No Pre-Printed Forms.** The Agreement comprises the entire agreement between Customer and Red Rover and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. Any purchase made under the Agreement is not dependent on the delivery of any future functionality or feature of the Service or any oral or written public comments by Red Rover regarding any future functionality or feature of the Service. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Agreement.
- F. **Notice.** Any notice delivered pursuant to the Agreement shall be in writing and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the US mail, registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after deposit with a national overnight courier; in each case addressed to the addresses provided on the applicable Order, or to such other address as may be specified by either Party hereto upon notice given to the other in accordance with this Section.
- G. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in the performance of its obligations for any cause that is beyond the reasonable control of such Party, including, without limitation, acts of God, shortages of supplies, labor or materials, strikes and other labor disputes, storms, floods, acts of war or terrorism, failure of third-party hardware, software, services or networks, failure of service providers, utility blackouts or brownouts, failure of telecommunications or the internet, pandemics and actions by a governmental authority (such as changes in government codes, ordinances, laws, rules, regulations, or restrictions) provided that such Party promptly notifies the other Party of the expected duration of such event.

- H. **Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both Parties.
- I. **No Waiver of Rights.** No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- J. **Severability.** If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- K. **Survival.** The Parties acknowledge that certain provisions of the Agreement, by their nature and content, are intended to survive and remain in effect beyond the termination or expiration of the Agreement. Without limiting the generality of the foregoing, any provision that: (i) relates to confidentiality; (ii) concerns indemnification, limitation of liability, or allocation of risk; (iii) addresses dispute resolution, governing law, or jurisdiction; (iv) involves payment obligations that accrued prior to termination; (v) relates to intellectual property rights, ownership, or licensing; or (vi) by its express terms or reasonable implication is intended to survive termination, shall survive the termination or expiration of the Agreement and remain binding upon the Parties and their respective successors and permitted assigns.
- L. **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- M. **Relationship of the Parties.** No joint venture, partnership, employment or agency relationship exists between Customer and Red Rover as a result of the Agreement or use of the Service.
- N. **Third-Party Beneficiaries.** There are no third-party beneficiaries to the Agreement, and the Agreement does not confer any rights on any person or party other than the Parties (and, where applicable, their successors and permitted assigns).



Invoice: 55956891
Order Date: 12/17/2025

Air-Time Inflatables Inc.
 140 Dewey Drive Nicholasville, KY, 40356
Phone: (859) 351-5921

Event Location

WCMS

Contact: Kim Joyner

100 schoolhouse road

versailles , KY 40383

Cell: (859) 879-4650 Office: (859) 948-3068

Start Date: 5/27/2026 9:00am

End Date: 5/27/2026 2:00pm

Delivery method: Delivery/Setup/Takedown

Name	Qty	Total
Attendants / \$30 per hour	1	\$180.00
Full Court Press Hoops / Up to 4hrs / \$250	1	\$250.00
40 ft. Obstacle Course with Slide / Up to 4 hrs	1	\$475.00
Generator / \$125	3	\$375.00
20 ft. Sunrise Screamer Slide / Up to 4 hours / \$425	1	\$425.00
Connect 4 Basketball / Up to 4 hrs / \$250	1	\$250.00
Bungee Run / Joust Combo / Up to 4hrs / \$450	1	\$450.00
Deluxe Dunk Tank / Up to 4hrs / \$250	1	\$250.00
additional hours	1	\$350.00

Discount

Rentals subtotal \$3,005.00

Staffing \$0.00

Delivery \$50.00

Fees \$0.00

\$805.00

Sales Tax Exempt 0% \$0.00

Total **\$2,250.00**

Deposit Due \$562.50

Amount Paid \$0.00

Balance Due \$2,250.00

-will use at least one maybe a second inflatable off of existing power underneath of bleachers

-Air-Time will provide one event supervisor who will maintain generator fuel levels and equipment as well as overseeing the teacher/volunteers at each inflatable. generators were discounted off for free.

-generators discounted off

Contract and Terms

DELIVERY AND PICKUP

Reservation Length: All regular prices are for an 4 hour rental term, all rentals over 4 hours will be charged according to the number of hours rented. Earliest deliveries start from 6am on the day of the event and can range to the customers desired delivery time. Pickups can range up to 4 hours after the desired pickup time. It is required to have at least a 3-4-hour window for delivery and pickup times so drivers can make deliveries on time, otherwise, delivery and pickup times are **NOT GUARANTEED**. Latest pickup time is at 10pm. If the event goes late into the night it is recommended to choose the overnight rental option (additional fee depending on product rented), which we will than pickup the following morning between 7am - 12pm.

Delivery: Delivery rates are based on mileage. Delivery rates cover our two trips down and back to your location for setup and then pickup. Delivery times should be 1-3 hours before the start of your event, however, deliveries will be made between 7am and your reservation time (this is necessary in order to meet all customers' requested reservation times). The person who made the reservation or who made payment must be present during the time of delivery for the rental. If the customer is not present and another person directs the setup, Air-Time will not be held responsible. Customer is required to check the rented unit and all tie downs before the driver leaves because there is no guarantee that the driver can return before the pick up time. Deliveries for overnight orders are required to be scheduled for delivery no earlier than 12pm since it will be picked up the next morning.

Pickup: Pickup's will begin from your requested time and not before unless advised by the customer. Pickups can range up to 4 hours after on peak days (since drivers have more than one order ending at the same time, they may be delayed). If you are finished using the bouncers before the pickup time, you may simply unplug the unit until the driver arrives for pickup. If the driver is running late or should anything happen you will be contacted. We ask all residential customers to be flexible with setup and takedown times to ensure public events are removed in a timely fashion. Overnight pickups are done the next morning between 7am - 12pm.

Setup: Inflatables can be setup on grass, concrete, asphalt or hardwood. Sharp objects such as tree branches above pr on the ground can damage the inflatable. Please have all items clear as well as pet droppings from your desired setup location. Cleaning fees apply for units to be set up on sand after permission from AT management, customer **MUST** notify AT during reservation. It is the Customer's responsibility to make sure there is a large enough space for setup. Customer is responsible for measuring their setup area to make sure it will fit. If, upon delivery time, Air-Time discovers there is not enough space for setup, over head power lines, sharp objects in the yard, pet droppings etc. then a cancellation fee may be applied up to the full amount of the rental. Hills or slight inclines in setup locations should be a maximum of 5 degrees and should always be noted when the order is taken. The inflatables are extremely heavy and we want the safest most direct route. Gates and walkways have to be a minimum of 3.5 feet wide for all inflatables and 5-11 feet wide for the following: If you are a school please have janitors remove the center dividers to any double doors used for setup prior to arrival.

Deluxe Dunk Tank - requires 6.5 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline (The Basic Backyard Foldable Dunk Tank can go through 3 foot pathway)

All Mechanical Bull/Surf RIDES- requires 6.5 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline

Euro Bungee Trampoline - requires 10 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline

24 ft. Rock Climbing Wall - requires 13 feet wide pathway to setup location and can NOT go up any steps/stairs/incline/decline/curbs

Stairs: Customer must inform Air-Time of any stairs/steps/hills present to the area of setup. Maximum of 15 stairs/steps allowed for Bounce Houses, 10 stairs/steps for larger inflatables, and absolutely no stairs/steps allowed for products mentioned above in the Special Circumstances Rides section. If steps surpass maximum allowed there will either be a additional fee applied or reservation will be cancelled and a 100% cancellation fee will be applied and full balance will be due.

Water Slides: Water slides require a regular garden hose (not provided) within range of the setup area. Water slides DO NOT come with mats or any cushions to be placed under the pool area, if customer wishes to place mats for extra cushion, they need to provide it during the delivery time. Water should be turned off when the water slide or slip n slide is not being used.

Tables & Chairs: Delivery of the tables, chairs or non inflatable items are not included in the cost of renting the items. Unless rented with an inflatable, an additional \$25.00 local delivery fee will be attached to any order consisting of these items alone. Delivery of these items are only "curbside delivery". The items will be dropped off at the renter's address, but not set up. Setup of these items is entirely the renter's responsibility. We ask that the items be prepared for pick-up just as they were dropped off; that is to say that all tables and chairs should be folded and stacked as they were dropped off.

POLICY

If a customer decides to cancel their reservation, they must do so **21 days** before their reservation date to avoid cancellation fees. If the customer cancels their order 48 hours (1-2 days) of their reservation date, a cancellation fee of 50% of the remaining rental total will be applied if the event is not rescheduled. If the customer cancels the order the day of the rental, they will be charged the entire rental balance, customers do have the option to reschedule the event within the same calendar year as the original order or use the deposit towards a separately scheduled event.

If the customer cannot get a hold of the company, or has called after business hours, it is still the customer's responsibility to leave a message in the company's messaging system (859-351-5921) about cancelling their reservation or sending an email to office@airtimeinflatablesky.com regarding the cancellation.

RAIN POLICY: Customer deposits are non-refundable due to bad weather the day of the event. We do offer rain checks in the event of bad weather and can be rescheduled up to 2 times within the same calendar year. You must let us know 1 day prior to your event what the new event date is for rescheduling.

If customer decides to go ahead with the order even although the weather forecast says it will rain, but it is not actually raining at the time, then we will go ahead and deliver the order. However, if it does start to rain during the rental time, Air-Time reserves the right to cancel the order, due to safety concerns, with NO refund provided.

During rain/inclement weather, it is unsafe for anyone to play inside the inflatables during rain showers, therefore we do cancel orders during extreme rainy/inclement weather days. However, since people do have events and parties that are usually planned out weeks/months before, or may take place indoors, we give customers the option to deliver the order or cancel it for days that are predicted to rain. You may towel dry the inflatable after rain and continue play once dry again.

It is the customer's responsibility to contact Air-Time to cancel their order or to reschedule. If customer decides to cancel order once Air-Time driver has already arrived at their location, Air-Time reserves the right to charge customer in full.

DELIVERY: To the **address specified above** by lessee (customer). Lessee grants lessor right to enter the property at the said street address for the delivery and subsequent pickup of the leased unit at or around the specified times above.

General Rules to use by lessee when in possession of rental unit. Only compatible age groups and sizes shall play in/on leased unit at the same time. No adults with children at anytime, this could cause severe injury and/or death to a child if thrown from unit. The maximum number of children in/on unit(s) shall not exceed Air-Time recommendations given on site or 400lbs, which ever is greater.

All children must remove shoes, eye glasses and sharp objects before playing in/on leased unit(s). To avoid neck or back injuries: WRESTLING and FLIPS are NOT PERMITTED in/on unit. Children's safety depends on you. Adult supervision is required at all times. As the Lessee of the above unit(s) the safety of all participants is your responsibility.

Absolutely no silly string, gum, food, drinks or other sticky substances allowed in/on unit(s). If violated and cleaning/ drying out is required, lessee agrees to pay \$150 Cleaning/Drying fee. If Silly String is put on vinyl, permanent damage may occur to the unit(s) and FULL replacement cost of unit will be charged to Lessee (customer).

DO NOT MOVE UNIT from original setup location. **DO NOT** overload any circuit, it is the responsibility of the Lessee to provide the appropriate 110volt/20amp circuits for each rented unit(s).

Lessee acknowledges being given operating instructions on all leased units and fully understands the safe operation of each unit.

No Alterations, liquids, oils or bubbles should be made or added to the leased unit (example: Adding water to non water units) without Air-Time Inc. office permission via email. \$150 cleaning/drying fee shall be added per unit and Lessee agrees to pay this fee.

Title to: Lessee agrees not to sublease.

ELECTRICAL RESPONSIBILITY

NOTE: Providing adequate electricity is solely the customers responsibility. Customer must make sure there are an adequate number of electrical outlets, with sufficient power, to keep the units working properly. If there are no electrical outlets available at the setup location (i.e. parks, fields, parking lots), then a Generator will be required. If event cannot be completed due to insufficient power then full payment is still required.

Electrical Outlets: Electricity outlets must be capable of providing a **dedicated minimum of 15 Amps for each blower**. Make sure the electric outlet you intend to use is equipped with a Ground Fault Circuit Interrupter (GFCI, most new electric outlets are). Please check all electricity outlets you plan to use for Air-Time equipment to ensure there will be an adequate supply of electricity. Insufficient electricity can create major problems during the course of the rental period (i.e. setup delays, constant deflation), therefore, we urge all customers to make preparations and exam electricity outlets to make sure they will provide sufficient electricity.

Extension Cords: Please be ready to have the location of the inflatable within 100ft of the outlet of use. The extension cords used must be 3-prong cords that are UL and CE approved and no less than 14/3 gauge.

Generators: Generators rented through Air-Time typically last up to 4-6 hours with the gas provided, additional hours will require additional gas provided by the customer. Generators typically can power two inflatable blower fans. Air-Time will let you know how many generators you would need for the items selected in your rental.

SITE PREPARATION

Customer must make sure setup site is ready, (i.e. lawn sticks, vehicles/obstacles out of the way, animal feces removed, setup location cleared) before driver is scheduled to arrive. If the site is not ready or accessible when the driver arrives, or if rented equipment cannot be moved directly on site (extra handling involved) the customer may be charged an additional delivery fee. If site is not prepared driver might be forced to leave and reschedule your delivery at a later time, in which case a delivery fee might be applied and full price for the rental will be required.

We cannot dolly our equipment long distances please have short, direct paths to the setup location.

Please do not mow right before your event as the grass clippings get inside of the unit and attached to your guests clothing. Making it a messy play area as well.

Underground Utilities: Please be ready to inform driver of the existence of any underground utilities (i.e. phone lines, gas lines, septic system, etc.), that may interfere with the ability to stake and/or anchor equipment. Customer assumes responsibility for any damage to underground equipment, or landscaping resulting from equipment installation. It is recommended you contact **Kentucky 811 by dialing 8-1-1 at least one week before your event.**

PAYMENT

All customers are required to show a valid identification (drivers license, state issued ID, or passport) upon delivery time along with their credit card if form of payment iw with credit card.

Deposit: A deposit of 25% is required when placing an order through our website or with mailed in contract and payment.

Credit Card: All major credit cards are accepted. To pay the balance by credit card customer must pay before or during event delivery time. Our drivers carry mobile card readers with them to take payments on the go. Online credit card transactions subject to convenience fee.

Check: All payments using checks must be made the time of delivery. Air-Time does charge a \$50 fee for any returned checks.

Cash: The preferred method of payment is C.O.D. (Cash on Delivery). Customer can decide to pay COD without placing any deposit (a credit card number will be required to be placed on file). Customer is required to have exact cash amount for the balance due since drivers do not carry change with them.

Collections: Any balance that is unpaid after 30 days of the event date will be sent to collections or local county attorney. We will make our best effort to contact you via phone and email to notify you of any unpaid balances. If after 30 days we still do not get a reply back or payment made for outstanding balances due, then we will have to send the invoice to collections for further processing.

Tax: 6%

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

RELEASE OF LIABILITY: The Lessee agrees to full liability of any accident/injury to anyone in/on said leased unit(s). Air-Time inc. shall not be held liable for any accident/injury caused during Lessee's possession unless due to mechanical failure or faulty equipment. Lessee understands serious injury or possible death can occur if rules are not followed in/on equipment.

Renter agrees to hold FULL responsibility in ensuring safe operation of Air-Time equipment, to follow any safety rules posted on Product(s) and/or verbally given, and to supervise the Product(s) rented and any and all participants. Renter understands and acknowledges that any activity in connection to Product(s) brings both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to participants. Those risks include but are not limited to falling, slipping, crashing and colliding. Renter understands such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Renter agrees to release, forever discharge and hold harmless Air-Time Inc., including its officers, employees, subcontractors and/or agents from any injury, damages or claims that result from Renter negligence including any injuries, claims or damages asserted by Renters guests, invitees or third parties. Renter agrees to report any damage, injury or claim to Air-Time Inc. within five (5) days of the reservation date; failure to do so will result in negligence from Renter and release of any liability or responsibility from Air-Time. Further, Renter agrees not to hold Air-Time, including its officers, employees, subcontractors and/or agents liable or accountable for any costs arising out of or in connection to attorney's fees and/or claims brought up in court involving the use of any Product(s). Renter shall indemnify and hold harmless Air-Time, its employees, executives and agents from and against any and all damages, liabilities, claims, costs, expenses, attorney's fees, etc. incurred by Renter directly or indirectly, in connection with the rental of Product(s) due to negligence of Air-Time Inc.

The Lessee agrees to full liability of any accident/injury to anyone in/on said leased unit(s). Air-Time inc. shall not be held liable for any accident/injury caused during Lessee's possession unless due to mechanical failure or faulty equipment. Lessee understands serious injury or possible death can occur if rules are not followed in/on equipment.

The Lessee is responsible for all damages done to above listed rental unit(s). The Lessee is also responsible for all repair cost or even replacement cost if unit cannot be safely repaired.

ASSUMPTION OF THE RISK AND WAIVER LIABILITY RELATING TO COVID-19/CORONAVIRUS

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Air-Time Inflatables Inc. has created new protocols and put into place preventative measures to reduce the spread of COVID-19; however, Air-Time Inflatables Inc. cannot guarantee that anyone working for, or attending, the events ran by Air-Time Inflatables Inc. will not become infected with COVID-19. Further, attending any event with Air-Time Inflatables Inc. present may increase the risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure that my children and I may be exposed to, in relation to participating in events where Air-Time Inflatables Inc. is present, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed, to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Air-Time Inflatables Inc. employees or volunteers, event participants, and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury of myself or my children related to participation in an event with Air-Time Inflatables Inc. present, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability or expense of any kind, that I or my children may experience in relation to events with Air-Time Inflatables Inc. present. I hereby release, covenant not to sue, discharge, or hold harmless Air-Time Inflatables Inc. or their employees, volunteers, agents, and representatives, of and from the claims, including all liabilities, claims actions, damages, costs or expense of any kind rising out or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Air-Time Inflatables Inc., their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any event where Air-Time Inflatables Inc. is present.

SUPERVISION OF INFLATABLES

Customer is responsible for supervising the safety and conduct of all participants using AIR-TIME products. Therefore, there should be a responsible and mature adult supervising the operation of the units at all times. Safety of all participants in/on units is the responsibility of the person supervising. All units come with safety instructions (usually located on the front of the unit), which need to be read and understood by any and all people supervising. Participants inside the units **SHOULD NOT, AT ANY TIME**, be allowed to do anything that is/are prohibited by the safety rules. Blatant disregard of the safety rules may result in physical injuries and/or additional fees for any food, silly string, or items not allowed.

Air-Time does provide staffing for larger events. Attendants will come out and supervise the safety of participants using the inflatable products. However, the responsibility of making children follow attendants guidelines is the adults or parents responsibility. Each staff person is \$20 per hour with a \$80 minimum.

Inclement Weather Policy: DURING A PERIOD OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WIND, WET GROUND, ETC.) WE RESERVE THE RIGHT TO CANCEL THE RESERVATION IF DEEMED NECESSARY, RIGHT UP TO THE START TIME OF THE EVENT OR DURING THE EVENT IF DUE TO POOR WEATHER , WIND OR LOCATION CONDITIONS.

Rain during event ends the event immediately. Inflatables are no longer safe for use at this point due to electrical shock or becoming very slippery when wet. After setup, customer agrees to payment in full, no matter how long event lasts, if event ends due to poor weather conditions listed above.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Lessor will:

1. Provide the necessary power cords to reach a maximum of 100ft. from power source.
2. Deliver, set-up and take down items listed on contract excluding chairs and/or tables.

Lessee will:

1. Provide 7 110volt/20amp electric circuits within 100ft. of setup of each rented item
2. Provide any required entrance and parking passes.
3. Provide volunteer(s) to receive safety instructions before the event start time.
4. Provide event contact on location for setup instructions for Air-Time staff at least 1-2hrs prior to event start time. Air-Time staff has a strict delivery schedule and cannot be responsible if customer does not show up on time for event setup. In the event Air-Time staff has to leave for the next delivery due to event contact delays, full event balance will be paid by customer.

Details for *rentalname*:

rentalcontract

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Printed Name

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** February 24, 2026

TOPIC/TITLE: Contract

PRESENTER: Dr. Josh Rayburn

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
 - ACTION REQUESTED AT THIS MEETING
 - ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
 - ACTION REQUESTED AT FUTURE MEETING: (DATE)
 - BOARD REVIEW REQUIRED BY
-
- STATE OR FEDERAL LAW OR REGULATION
 - BOARD OF EDUCATION POLICY
 - OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
 - PREVIOUS REVIEW OR ACTION
-
- DATE:
 - ACTION:

BACKGROUND INFORMATION:

Board approves all contracts for the district.

SUMMARY OF MAJOR ELEMENTS:

Approval for facilities rental agreement:
- Knights Track Club

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Agreement for Use of School Facilities

This Agreement, made and entered into this, the 213 day of _____, 2026, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and Knights Track Club. Hereinafter referred to 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) 180 Frankfort St together with the usual entrances and exits for the following dates and times: Track for the following purpose and no other: _____.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$180 week 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 KRS 438.305 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.

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.

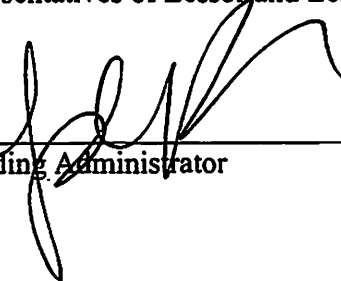
Agreement for Use of School Facilities

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.

Agreement for Use of School Facilities

Lessee hereby 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 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: 

Building Administrator

LESSOR:

BY: _____
For Woodford County Board of Education

LESSEE:

BY: Danaye Dumitcheff (President)
TITLE: Knights Track Club

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 <i>Larger events might require more than one personnel.</i>	\$30.00/hour/person
Audio & Video Personnel <i>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.</i>	\$30.00/hour/person
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
Practice :	
\$60/day x 3 days	\$180/week
	\$720/month
	\$2,160 / 3 mos.

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

Agreement for Use of School Facilities

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 ***MAY NOT*** 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,

Superintendent,
Woodford County Schools

I have read and understand the above.

Signed: Raye D. Mitchell (Presidents)

Group: Knights Track Club

Review/Revised:6/12/2023



AIG SPECIALTY INSURANCE COMPANY
A stock company
1271 Ave of the Americas, FL 37, New York, NY 10020-1304
800-225-5244

MEMBER CERTIFICATE - COMMERCIAL GENERAL LIABILITY

SURPLUS LINES BROKER:
K&K INSURANCE GROUP, INC.
1690 BROADWAY, BUILDING 19, SUITE 110
FORT WAYNE, IN 46802
LICENSE # 30478

MEMBER'S CERTIFICATE NUMBER: U00179097 DATE: 02/19/2026

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH AND FORMS A PART OF FOLLOWING:

MASTER POLICY NUMBER: 9YAPG0001334486101 TERM: FROM 3/1/2025 TO 3/1/2028 at 12:01 A.M.
Standard Time at the mailing address of the Master Policy Holder shown on the Declarations.

Form containing insured information, coverage period, and contact details for K&K Insurance Group, Inc. and AIG Specialty Insurance Company.

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** March 16, 2026

TOPIC/TITLE: Contract

PRESENTER: Dr. Josh Rayburn

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
 - ACTION REQUESTED AT THIS MEETING
 - ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
 - ACTION REQUESTED AT FUTURE MEETING: (DATE)
 - BOARD REVIEW REQUIRED BY
-
- STATE OR FEDERAL LAW OR REGULATION
 - BOARD OF EDUCATION POLICY
 - OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
 - PREVIOUS REVIEW OR ACTION
-
- DATE:
 - ACTION:

BACKGROUND INFORMATION:

Board approves all contracts for the district.

SUMMARY OF MAJOR ELEMENTS:

Approval for facilities rental agreement:
4-H Kyle Hamlin

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Agreement for Use of School Facilities

This Agreement, made and entered into this, the 11 day of March, 2026, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and Kyle Hamlin. Hereinafter referred to 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) Simmons together with the usual entrances and exits for the following dates and times: April 14th 5-10PM for the following purpose and no other: 4-H Area Demonstrations Contest.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$ 250 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 \$ 250. 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 KRS 438.305 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.

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.

Agreement for Use of School Facilities

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.

Agreement for Use of School Facilities

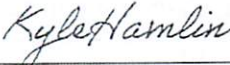
Lessee hereby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities 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 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: 

Building Administrator

LESSOR:
BY: _____
For Woodford County Board of Education

LESSEE:
BY:  _____
TITLE: _____ Woodford County 4-H agent

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 <i>Larger events might require more than one personnel.</i>	\$30.00/hour/person
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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.

Agreement for Use of School Facilities

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 ***MAY NOT*** 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,

Superintendent,
Woodford County Schools

I have read and understand the above.

Signed: _____

Group: _____

Review/Revised:6/12/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2025

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 lieu of such endorsement(s).

PRODUCER MARSH USA LLC 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Healthcare.AccountsCSS@marsh.com/Fax: 212-948-1307	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : United Educators Reciprocal Risk Retention</td> <td></td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Educators Reciprocal Risk Retention		INSURER B : N/A	N/A	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED University of Kentucky Attn: Risk Management 306 Peterson Service Building Lexington, KY 40506														

COVERAGES **CERTIFICATE NUMBER:** CLE-005830484-35 **REVISION NUMBER:** 6

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		UK49-10K SIR \$5M	11/01/2025	11/01/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 0
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>		UK49-10K SIR \$5M	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER University of Kentucky 306 Peterson Service Bldg. Lexington, KY 40506-0005	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. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	--



Fwd: FY 27-29 FRYSC contract information

2 messages

Culbertson, Logan <logan.culbertson@woodford.kyschools.us>

Mon, Mar 16, 2026 at 8:50 AM

To: Anita Mize <anita.mize@woodford.kyschools.us>, WCPS Rayburn <jessie.rayburn@woodford.kyschools.us>, Josh Rayburn <josh.rayburn@woodford.kyschools.us>, Jason Gribbins <jason.gribbins@woodford.kyschools.us>, Lori Jones <lori.jones@woodford.kyschools.us>

FYI

Jessie:

Please add to the next board agenda.

Logan Culbertson, Principal

Safe Harbor Academy

134 Macey Avenue

Versailles, KY 40383

P 859.879.4694 Ext. 4028

F 859.873.1304

Logan.Culbertson@woodford.kyschools.us



----- Forwarded message -----

From: **Goins, Melissa (CHFS DFRCVS FRYSC)** <melissa.goins@ky.gov>

Date: Mon, Mar 16, 2026 at 8:46 AM

Subject: FY 27-29 FRYSC contract information

To:

Dear Superintendents, Finance Officers, and FRYSC District Contacts,

I am writing to let you know that we are finalizing the **FRYSC contract for the next budget cycle and expect it to be distributed within the next few days**. If your board is required to review contracts prior to signature, you may want to add this item to an upcoming agenda.

The new contract will run from July 1, 2026, through June 30, 2028. Unlike the current agreement, FRYSC contracts will now be issued as 13 regional contracts and will reflect only the total FRYSC grant award for each region. The per-student allocation for FY27 will not be available until after the close of the 2026 General Assembly.

The contract will be sent to the superintendent via DocuSign by Jessica Myers, a buyer with the Cabinet for Health and Family Services. In the past, DocuSign emails have occasionally been routed to spam or junk folders, so you may want to monitor those inboxes.

Please note that contracts cannot be finalized until all districts included in the regional contract have submitted their electronic signatures.