

Use Agreement

This agreement made by and between the Boone County Board of Education, Mary Goble as Principal authorized so to act by direction of the Board of Education and DI Performance hereinafter referred to as "User" of the school facilities hereinafter described.

WITNESSETH:

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

Team practice with Mrs. Wells (NH Teacher) as sponsor who will be present during team practices in the gym. Team will bring their own equipment.

at the following times and dates: April 21, 23, 28, 30 and May 5th, 7th from 6:00 - 7:30 pm.

subject to the following terms and conditions:

1. The school property identified above may be utilized by the User as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions may result in immediate termination of the Use Agreement and/or liability of the User. The utilization of the premises by the User is a privilege extended to the User by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the Principal.
2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Boone County Board of Education policies, including but not limited to BCBE Policy No. 05.3, 05.31, 05.32 and 10.3 which are incorporated by reference herein.
3. The reserved time/date for use by User may be cancelled or preempted by Principal or District Administration and permission for use may be terminated without cause by notice from Principal or District Administration.
4. The User is responsible for the conduct of its participants or guests.
5. There shall be no subletting or assignment of this agreement nor any profit making or commercial venture subject of the use.
6. User shall return the facilities or premises in the same condition as at the commencement of the use, or if User fails to do so, the User will be responsible for the cost of clean-up and be prohibited from further use of facilities.
7. The User agrees to save harmless the Boone County Board of Education, its employees and agents, for any liability, damage, loss or expense incurred respecting the utilization of the school facilities; and the User agrees to reimburse the Boone County Board of Education for any damages to or replacement of school property damaged, lost, stolen or vandalized while in User's name.
8. The User acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of their organization or the activity.

Use Agreement

IN WITNESS WHEREOF the Principal for and on behalf of the Board of Education and the User hereunto set their hands this 18th day of March, 20 26.

NEW HAVEN ELEMENTARY SCHOOL
10854 US HWY 42 , Union, KY 41091

BY: Mary Goble
PRINCIPAL

DI Performance/ Jason McDaniel
USER

18381 Pribble Road
ADDRESS

Lawrenceburg TN 47025
CITY STATE ZIP

812-438-3651
PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 K&K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, IN 46801-2338	CONTACT NAME: MM - Amateur Sports - Teams, Leagues and Associations	
	PHONE (A/C, No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com		
PRODUCER CUSTOMER ID:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED D1 Performance Academy DBA: D1 Performance Academy 16844 Possum Ridge Rd Aurora, IN 47001 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: AIG Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** U00178484 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		9YAPG0001334486101	04/01/2025 01:09 PM EDT	04/01/2026 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 Legal Liability to Participants \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			9YAPG0001334486101	04/01/2025 01:09 PM EDT	04/01/2026 12:01 AM	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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486101	04/01/2025 01:09 PM EDT	04/01/2026 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

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

Sport(s): Basketball Age(s): 12 & Under, 13-15, 16-19
The Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Boone County School District 8330 US Highway 42 Florence, Kentucky 41042 Owner/Manager/Lessor of Premises	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 
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Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

Facility Use Agreement Application

This application must be completed and attached to the Facility Use Agreement along with all corresponding required documents. Incomplete applications or those submitted without all required documents will be returned without consideration.

Today's date: 2/15/26

Requestor's Contact Information

Name: Jason McDaniel / Dan Jefferson

Organization: D1 Performance

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

Contact number: 812-438-3651

Email address: jasonmhhr@gmail.com

School / Location Requested: New Haven Elementary School

List all areas needed:

Gym

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

Date(s) of program / event: Tuesdays and Thursdays, 2/26 - 5/14

Program / event time: 6-7:30 pm

Actual time needed: 6-7:30 Include set up / tear down / clean up / restoration time

Expected number of attendees: 10

Is this event part of a fundraiser? ___ Yes No ** If yes, please attach a copy of the submitted fundraiser approval.

How is this event / program being advertised? Please attach any relevant flyers, media notices, social media postings, registration information, etc.

Just members of the team

Do you have liability insurance? Yes ___ No ** If yes, please attach a copy of your Certificate of Insurance.

Who is responsible for supervision of the attendees of this event / program?

Jason McDaniel

Purpose of the event / program: Team Practice

Safety and Emergency Procedures: Medical Cards and Emergency contacts will be on site along with a First Aid Kit.

Inclement Weather Plan: Will be cancelled if any inclement weather is in forecast.

Site restoration plan:

** Include the plan for trash removal, cleaning of facilities, returning of equipment, etc. For programs over multiple days, there should be a plan for nightly restoration.

Athletes and coaches will remove trash and clean gym.

For Outdoor Only Events:

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

THIS SECTION TO BE COMPLETED BY SCHOOL OR DISTRICT ADMINISTRATION

Please initial each item.

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

MG Administration has checked the ACTIVE FACILITY and CONSTRUCTION PROJECTS document to ensure there is no conflict with scheduled work.

N/A For athletic events, administration has coordinated with the Athletic Director to ensure there is no conflict with previously scheduled events.

Rental Application and Contract

CONDITIONS OF RENTAL

All rental of school facilities is subject to the following conditions:

1. An official application shall be made to the Superintendent or his designee.
2. Rentals will be made only to responsible and organized groups, and responsible officers of that group must sign the application and the contract.
3. Conditions of that contract shall include:
 - a. Acceptance of responsibility by officials of the renting organization for any damage or loss resulting from the rental; JM Initials
 - b. Agreement that renting organizations, and officers thereof, shall assume all liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it; JM Initials
 - c. Agreement to observe all fire and safety regulations; JM Initials
 - d. Agreement that the use of any tobacco product, alternative nicotine product, or vapor product shall not occur on or in all property. The use of alcoholic beverages is prohibited in school buildings or on school grounds; JM Initials
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; JM Initials
 - f. The presence of a school custodian at all times. The hourly wage of the custodian(s) must be included in the contract along with the social security and retirement payments required by law. If the custodian is employed beyond the normal 40-hour week that he works for the Board, overtime wages must be paid. JM Initials
 - g. The presence of a food-service employee when kitchen facilities are used. The hourly wage of the employee must be included in the contract along with social security and retirement payments required by law. JM Initials
 - h. Agreement that no kitchen equipment may be used outside the building; JM Initials
 - i. Agreement that no alterations to the buildings or grounds be made without prior approval; JM Initials
 - j. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract; JM Initials
 - k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; JM Initials
 - l. Agreement to leave the facilities in as good a condition as before used. Groups using outdoor facilities free of charge shall do the cleaning themselves or bear the cost of necessary custodial services. JM Initials
 - m. Agreement that only the agreed upon, assigned areas / spaces of the property may be used. JM Initials

- n. Agreement that parking in designated areas will be enforced by the renter. There is no parking in grass areas or non-designated parking areas unless included as part of the original facility use agreement. JM Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage JM Initials

REFERENCES:

[KRS 158.149](#); [KRS 162.055](#); [KRS 438.050](#); [KRS 438.305](#)

[OAG 81-295](#)

P. L. 114-95, (Every Student Succeeds Act of 2015)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Boone County School District 8330 US Highway 42 Florence, Kentucky 41042 Named Insured: D1 Performance Academy DBA: D1 Performance Academy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.