

Use Agreement

This agreement made by and between the Boone County Board of Education, Michael Poiry as Principal authorized so to act by direction of the Board of Education and STB Elite 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:

School Gym M. Poiry

at the following times and dates: April 17 - July 31 2026

subject to the following terms and conditions:

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

Use Agreement

IN WITNESS WHEREOF the Principal for and on behalf of the Board of Education and the User hereunto set their hands this 11 day of MARCH, 2020.

Ockerman Middle SCHOOL

BY: Michael R. Perry
PRINCIPAL

STB Elite
USER

4143 Circlewood Dr
ADDRESS

Elmwood KY 41018
CITY STATE ZIP

859-802-2810
PHONE NUMBER

**PRACTICE THIRD PARTY CERTIFICATE OF INSURANCE
AMATEUR ATHLETIC UNION OF THE U.S., INC.**

CERTIFICATE HOLDER Ockerman Middle School US-42 Florence, KY 41042	COVERAGE DATES: 3/17/2026 - 8/31/2026
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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.

PRODUCER Alliant Insurance Services, Inc. 101 Park Avenue, 14th Floor New York, NY 10178	INSURED Amateur Athletic Union of the U.S., Inc. Walt Disney World Resort P.O. Box 22409 Lake Buena Vista, FL 32830-1000 (407) 934-7200	MEMBER CLUB INSURED STB ELITE 4143 Circlewood Drive Erlanger, KY, 41018
		CERTIFICATE ID: PL55MRY89U CLUB CODE: UK2KC59J3

INSURER(S) AFFORDING COVERAGE

Company A United State Fire Insurance Company NAIC# 21113 Company B Everest National Insurance Company NAIC # 10120 Company C HDI Global Specialty SE NAIC# AA-1340041	*For box below, INSURER refers to Company A, B, or C.
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COVERAGES - This is to certify that the policy(ies) 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 policy(ies) described herein is subject to all the terms, exclusions, and conditions of such policy(ies), limits shown may have been reduced by paid claims.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	COVERAGE EFF. DATE (MM/DD/YY)	COVERAGE EXP. DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	US1182735	9/01/2025 12:01 AM	9/01/2026 12:01 AM	Accident Medical Accidental Death and Dismemberment	100,000 20,000
B	Excess Liability	GCN0012702-251	9/01/2025 12:01 AM	9/01/2026 12:01 AM	Each Occurrence Policy Aggregate	1,000,000 1,000,000
C	Excess Liability	25QS1244	9/01/2025 12:01 AM	9/01/2026 12:01 AM	Each Occurrence Policy Aggregate	4,000,000 4,000,000
B	General Liability	GCN0012693-251	9/01/2025 12:01 AM	9/01/2026 12:01 AM	Each Occurrence Limit General Aggregate Limit Participant Legal Liability Personal and Advertising Injury Limit Products-Completed Operations Aggregate Fire Damage to premises Rented to You Policy Aggregate Cap Medical Expenses Limit (Any One Person) Abuse or Molestation Incident Abuse or Molestation Aggregate	1,000,000 3,000,000 1,000,000 1,000,000 3,000,000 1,000,000 20,000,000 5,000 1,000,000 2,000,000

ADDITIONAL INFORMATION / RESTRICTIONS / SPECIAL ITEMS

Coverage applies to STB ELITE, License # PL55MRY89U AAU Practice License 2026 from 3/17/2026 through 8/31/2026, for the gross negligence and/or liabilities of the AAU Club(s) or registered members.

For said club to have coverage, all membership requirements in the AAU must be met.

Primary non-contributory applies as per attached endorsement EGG 24 520 04 02.

Waiver of Transfer of Rights of Recovery Against Officer to Us applies per attached Endorsement ECG 24 522 04 02.

The Certificate holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, subject to the provisions and limitations of the policy(ies), attached CG 20 11 04 13 applies.

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. But, failure to mail such notices shall impose no obligation for liability of any kind upon the insurer, its agents or representatives.

REVOCAION OF MEMBERSHIP - will result in cancellation of coverage.

FACILITY OWNER SHOULD VERIFY THIS CERTIFICATE.

Go to www.aausports.org, Membership, Insurance, Issued Third Party Certificates, Insert member club code

J.A. Charles

 Authorized Representative

Certificate No. UDZUMJCCRPFQX

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InsFacility.rpt

07/03/2025

Facility Use Agreement Application

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

Today's Date 02/25/26

Requestor's Contact Information

Name: Michael Johnson

Organization: STB Elite

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

Contact number: 859-802-2810

Email address: mjohnson0110@gmail.com

School / Location Requested

Ockerman Middle School gym

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 : April 17 - July 31, 2026

Program/ event time: After 3pm and before 8pm

Actual time needed: 2 hr / time Include set up / tear down / clean up / restoration time

Expected number of attendees: 15

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.

No Advertising

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?

Michael Johnson

Purpose of the event / program:

AAU Basketball practice

Safety and Emergency Procedures:

FOLLOW EAP FROM OMS

Inclement Weather Plan:

FOLLOW inclement weather policy from OMS

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.

Take trash out clean gym floor with push broom mop if needed, return equipment where it was found

For outdoor only events:

07/03/2025

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

use school facilities

This section to be completed by school or district administration

Please initial each item.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

<p>Designation Of Premises (Part Leased To You): All locations owned, operated or leased by Name Of Person(s) Or Organization(s) listed below</p>
<p>Name Of Person(s) Or Organization(s) (Additional Insured):</p> <p>Ockerman Middle School US-42 Florence, KY 41042</p> <p>Event: AAU Practice License 2026</p> <p>Date: 3/17/2026 through 8/31/2026</p>
<p>Additional Premium: \$ N/A</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL - OTHER INSURANCE
(PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE, PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV
COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the
following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract of agreement that this insurance will be primary and noncontributory, if the written contract of agreement was made prior to the subject "occurrence" or offense.

PROPERTY OWNER'S
THIS IS VALID FOR PRACTICES ONLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

Boone County Public Schools
Attn: Jeff Hauswald
8330 U.S. Highway 42
Florence KY 41042

(if no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section
IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above
because of payments we make for injury or damage arising out of your operations or
"your work" done under a written agreement that requires you to waive your rights of recovery. The written
agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or
organization shown in the Schedule above.