

Use Agreement

This agreement made by and between the Boone County Board of Education, Stephanie Stanbaugh as Principal authorized so to act by direction of the Board of Education and Owen Electric Cooperative 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:

Parking lot at Longbranch Elementary

at the following times and dates: 7:30 am - 5:00 pm on June 8,  
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 10th day of March, 2026.

Longbranch Elementary SCHOOL  
BY: Stephanie Stambaugh  
PRINCIPAL

Owen Electric Cooperative - Mike Stafford  
USER

8205 Hwy 127 N  
ADDRESS

Owenton KY 40359  
CITY STATE ZIP

859.576.3747  
PHONE NUMBER

**CERTIFICATE OF INSURANCE**

3/9/2026

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 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).

THIS IS TO CERTIFY THAT: Owen Electric Co-op, Inc.  
P.O. Box 400  
Owenton, KY 40359-0400



**FEDERATED RURAL ELECTRIC  
INSURANCE EXCHANGE**

NAIC: 11118  
P.O. Box 15147, Lenexa, KS 66285-5147  
(913) 541-0150 fax (913) 541-9004  
www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES	LIMITS (\$)	
<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS UND / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE	16 ARB 005-24R	7/1/2024 to 7/1/2026	EACH OCCURRENCE	\$2,000,000
			DAMAGE TO RENTED PREMISES	\$2,000,000
			MED EXP (PER PERSON)	\$1,000
			PERSONAL & ADV INJURY	\$2,000,000
			GENERAL AGGREGATE LIMIT	UNLIMITED
<b>AUTOMOBILE</b> ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO)	16 ARB 005-24R	7/1/2024 to 7/1/2026	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$2,000,000
			COMP DEDUCTIBLE	\$100
			COLLISION DEDUCTIBLE	N/A
<b>ALL-RISK BLANKET PROPERTY</b>	16 ARB 005-24R	7/1/2024 to 7/1/2026	PROPERTY LIMIT	\$26,891,540
			PROPERTY DEDUCTIBLE	\$1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 It is agreed that where required by mortgage, lease, or other legal agreement, the interests of mortgagees, lessors, and loss payees are insured as their interests may appear as additional insured's and/or loss payees. Blanket Additional Insured and Waiver of Subrogation are included under General Liability and Automobile Liability insurance if required by written contract or agreement. Policy provisions include a 60-day cancellation notice.

**CERTIFICATE HOLDER:**  
 BOONE COUNTY SCHOOL DISTRICT  
 8330 US HWY 42  
 FLORENCE, KY 41042

**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:**

*Jennifer L. Hays Willey*

07/03/2025

Scanned & emailed  
3/10/26

### 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 3/9/26

Requestor's Contact Information  
Name: Mike Stafford

Organization: Owen Electric Cooperative, Inc.

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

Contact number: 859.576.3747

Email address: mstafford@owenelectric.com

School / Location Requested  
Longbranch Elementary

List all areas needed: Parking lot of Longbranch Elementary

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

Date(s) of program / event : 6/8/26 / Member Appreciation Day

Program/ event time: 8:00 am - 4:30 pm

Actual time needed: 7:30 am - 5:00 pm Include set up / tear down / clean up / restoration time

Expected number of attendees: N/A

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.

07/03/2025

Social media, our website & in "Kentucky Living" magazine. Arrangements will have to be finalized before promotional materials are developed.

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?

Mike Stafford

Purpose of the event / program:

Member appreciation:

members drive through to collect small gifts & register for prizes

Safety and Emergency Procedures:

1st Aid kit & AED on site (in vehicles)

Inclement Weather Plan :

Event will be held rain or shine.

In the event of severe weather, it will likely be cancelled (or rescheduled if you allow).

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.

There won't be anything to clean up.

For outdoor only events:

07/03/2025

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

N/A

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**This section to be completed by school or district administration**

**Please initial each item.**

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

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

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

### **Blanket Additional Insured & Waiver of Subrogation Endorsement**

16 ARB 005-24R

Owen Electric Co-op, Inc.

Section II, General Liability and Automobile Liability Insurance, Item F. Persons Insured, is amended to include any person or organization for whom the policyholder is performing operations when the policyholder and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured or insureds to this policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the policyholder's acts or omissions, or by the acts or omissions of others acting on the policyholder's behalf, provided:

1. The insurance afforded to such additional insured or insureds only applies to the extent permitted by law; and
2. If such coverage is required by written contract or agreement, the insurance afforded will not be broader than that required by the contract or agreement to be provided to the additional insured or insureds; and
3. If such coverage is required by written contract or agreement, the insurance afforded shall not exceed the limit of insurance required by the contract or agreement, or the applicable Limit of Liability stated in the Declarations, whichever is less.
4. If required by written contract or agreement, the Company waives any rights of recovery against the additional insureds shown above because of payments made under Section II, General Liability. Such waiver applies only to the extent that the policyholder has waived its rights of recovery against such person(s) or organization(s) prior to loss.
5. The following amends General Condition H. Other Insurance, and supersedes any provision to the contrary:  
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
  - (1) The additional insured is a Named Insured under such other insurance; and
  - (2) It is required by written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

With respect to the insurance afforded to these additional insureds, no coverage shall apply to Personal Injury or Property Damage arising out of or caused directly or indirectly by providing or failing to provide any professional service. This exclusion shall not apply to the rendering of emergency first aid or incidental medical service.  
A professional service can mean, but is not limited to Personal Injury or Property Damage arising out of the rendering of, or the failure to render, any architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This endorsement shall not, in any event, increase the Limit of Liability stated in the Declarations.

All other policy provisions apply.

## Facility Use Directors for the Requestor

Thank you for your interest in using one of our facilities, fields and / or parking lots. In order to complete the request process, please follow the directions below. This process must be adhered to closely and all required documents must be submitted together.

### Step 1 - Contact the school to make the initial request.

The school will check to see the following:

- Is there enough time to submit the request to the Operations Department to make it on the next board packet. If the request will not meet the submission deadline, the request will be immediately denied.
- Are there any conflicting events at the school? If there are any conflicts with activities or maintenance projects, the request will be immediately denied. ,

If there are no issues with the items in Step 1 then you may proceed to Step 2.

### Step 2 - The school will provide you with the Facility Use Agreement Packet.

This packet contains 4 documents. All documents must be completed in their entirety and submitted at one time with all required attachments. Incomplete forms or submissions without all required documents will be denied without further consideration.

1. Facility Use Directions for Requestor - information only.
2. Facility Use Application - You, the Requestor, complete this document.
  - a. You must provide a response to every question.
  - b. Questions which do not apply to your organization must include "N/A" as the response. Do not leave any questions blank.
  - c. Questions should be answered fully with sufficient details so that follow up questions are not required.
  - d. The last section of the application will be completed by the school administrator.
3. Facility Use Rental Application and Contract - You, the Requestor, should read and initial next to each item indicating an understanding of the expectations.
4. Facility Use Agreement - This document can be completed by either the requestor or the school administrator.
5. A Certificate of Insurance (COI) is required for all groups.
  - a. This document must be attached to the application.
  - b. A Verification of Insurance is not acceptable - it must be a Certificate of Insurance.
  - c. Please verify that the following boxes contain the correct information on the Certificate of Insurance.
    - i. Insured
      1. Check to make sure the name / group listed in the "Insured" box matches all of the other documents.
    - ii. Policy Effective and Policy Expiration Dates
      1. The policy dates must be current.

2. If the request is for multiple dates and the policy expires during that timeframe, you can submit it but you will be required to provide an updated COI to the school. Failure to provide the updated COI will result in cancellation of your access to the facility.
3. Certificate Holder
  - a. The Certificate Holder should be listed as:
    - i. Boone County School District 8330 US  
Highway 42 Florence KY 41042
  - b. The individual school is NOT listed here. If your insurance provider does not complete this section correctly, you must request a correction.

**Step 3 - Submit all completed documents to the school.**

Submission of the documents does not guarantee approval. The school will forward all documents to the Operations Department for processing and placement on the board agenda.

- Once the request has been approved by the board, the Operations Department will return the approved documents to the school.
- The school will then contact you, the Requestor, to advise of the approval.
- No advertising or promotion of the event should take place until approval is received.
- Communication regarding approvals will come from the school. Please do not contact the Operations Department for status updates.

**Additional Details:**

- If there is a need to make a minor change to the date(s) of the request due to weather, program changes etc. the requestor will need to contact the school to discuss