

Use Agreement

This agreement made by and between the Boone County Board of Education, Dr. Peery as Principal authorized so to act by direction of the Board of Education and KY Rise - AAU 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:

Use of Gym for Practices, After School times
around school events, May 15 - August 1, 2020

* at the following times and dates: will vary but can send monthly plans

From Acceptance to beginning 26-27 subject to the following terms and conditions:
school year

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 31 day of MARCH, 2026.

Ockerman Middle SCHOOL

BY: Michael R. Poiry
PRINCIPAL

Ky Rise - AAU affiliate
USER

1501 Holman Ave
ADDRESS

Covington Ky 41011
CITY STATE ZIP

859-391-9323
PHONE NUMBER

Sent 3/31/26 for

5/14/26 Board mtg

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 3-31-26

Requestor's Contact Information

Name: Wes Combs / Tyler King (behalf of

* Organization: KY Rise - AAU affiliate

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

Contact number: Tyrek Marshall (859) 669-6904 Tyler King (859) 609-2629

Email address: Wesley.combs@boone.kyschools.us kentuckybasketball14@yahoo.com

School / Location Requested

Ockerman Middle School

List all areas needed:

Gym (corresponding restrooms/drinking fountains in hallway)

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

Date(s) of program / event : May 15, 2026 - August 1, 2026

Program/ event time: Evenings

Actual time needed: 1.5 - 2 hrs / practice Include set up / tear down / clean up / restoration time

Expected number of attendees: 2-3 coaches 10-12 athletes (oms/Gray Future Students)

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.

N/A

* 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?

Wes Combs / Tyler King (other possible coaches/parents)

Purpose of the event / program:

Preparation for future try-outs and basketball training for league play

Safety and Emergency Procedures:

Will follow OMS guidelines/procedures for emergencies and safety practices

Inclement Weather Plan:

As provided by OMS emergency plans)

Site restoration plan:

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

All equipment provided by coaches. Trash removal or mishaps will be reported to custodial staff and handled by coaches.

For outdoor only events:

07/03/2025

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

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

- ii. 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. WC Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage WC 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)

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

CERTIFICATE HOLDER	Boone County Public Schools Attn: Jeff Hauswald 8330 U.S. Highway 42 Florence, KY 41042	COVERAGE DATES: 3/18/2026 - 8/31/2026
---------------------------	--	---

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.

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 Ky rise 1501 Holman ave Bowling Green, KY 40301	CERTIFICATE ID: PLXTX75NV5 CLUB CODE: UVY27C853
--	---	---	--

INSURER(S) AFFORDING COVERAGE

Company A United State Fire Insurance Company NAIC# 21111	(See box below, INSR LTR refers to Company A, B, or C.)
Company B Everest National Insurance Company NAIC# 00120	
Company C HDI Global Specialty SE NAIC# AA-134004	

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 documents 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 BEGIN DATE (MM/DD/YY)	COVERAGE END DATE (MM/DD/YY)	COVERAGES	LIMITS
A	Participant Accident	PS1182736	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	GON0012702-251	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	2BOS1244	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	GON0012693-251	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 Ky rise, License # PLXTX75NV5 AAU Practice License 2026 from 3/18/2026 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 ECG 24 520 04 02.

Waiver of Transfer of Rights of Recovery Against Other 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. UTBXRU6Y2WUFB

3

inscertfacility.cyr

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 In-surance 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.

PRACTICES ONLY. THIS IS VALID FOR CERTIFICATE OWNERS ONLY.



ADDITIONAL REMARKS SCHEDULE

AGENCY New York-Alliant Ins Svc Inc		NAMED INSURED Amateur Athletic Union of the United States, Inc. (AAU) P.O. Box 22409 Lake Buena Vista, FL 32830	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Boone County Public Schools are included as additional insured with respect to General Liability as required by contract. Primary and non-contributory wording and waiver of subrogation applies with respect to general liability as required by contract.