

Use Agreement

This agreement made by and between the Boone County Board of Education, JAMES BREWER as Principal authorized so to act by direction of the Board of Education and KRISTINA BARRY 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 CAFE + CHEEK MASS, MONDAYS + THURSDAYS, JULY 13 - NOV 5, 5³⁰ - 8³⁰ ON INCLEMENT WEATHER DAYS

at the following times and dates: ↗

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 29th day of MAY, 20 26.

BELLSHANNON MIDDLE SCHOOL

BY: [Signature]
PRINCIPAL

Cooper Jags Youth Football and cheer: cheer director
Kristina DiMuzio Barry Kammy Barry
USER

PO Box 901
ADDRESS

Burlington KY 41005
CITY STATE ZIP

859-609-4069
PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2026

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 DG Agency 3825 Edwards Rd Suite 620 Cincinnati OH 45209		CONTACT NAME: Damian Gilchrist PHONE (A/C No. Ext): (513) 818-1923 E-MAIL ADDRESS: damian@dginns-agency.com FAX (A/C, No): (513) 685-9996	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ERIE INS CO	NAIC # 26263
INSURED Cooper Jaguars Youth Football 206 OWL OVERLOOK BURLINGTON KY 41005-6555		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q61-0241492	12/01/2025	12/01/2026	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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		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 \$

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

CERTIFICATE HOLDER**CANCELLATION**

Boone County School District 8330 US Highway 42 Florence KY 41042	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>Damian Gilchrist</i>
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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 3-12-26

Requestor's Contact Information

Name: Kristina DiMuzio Barry

Organization: Cooper Jaguars Youth Football and Cheer

Does this organization have non - profit status? Yes No

If yes, please attach documentation.

Contact number: 859-609-4069

Email address; jagsyouthcheer@gmail.com

School / Location Requested

Bally Shannon Middle School

List all areas needed:

Cafeteria/ Cheer Mats

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

Date(s) of program / event : Mondays and Thursdays Starting July 13, 2026 through November 5th, 2026

Program/ event time: 5:30pm- 8:30pm

Actual time needed: 5:30pm-8:30pm Include set up / tear down / clean up / restoration time

Expected number of attendees: 30-50 at a time (team sizes differ and will be rotated out)

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.

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Cooper Jaguars Youth Football and Cheer will let parents know about these practices using their BAND app. These are closed practices and no one but CJYFC staff or cheerleaders will be allowed inside.

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?

Cooper Jaguars Youth football and Cheer Background checked staff including coaches, assistant coaches, board members and team coordinators.

Purpose of the event / program:

This would allow us to have our cheer practices in a safe environment and out of any bad weather. This allows our girls (including many Bally students) a clean, safe and close to home place to practice.

Safety and Emergency Procedures:

Our staff are background checked, most are CPR/AED/First Aid certified. We also have first aid kits as well as our own AED.

Inclement Weather Plan :

Being indoors, we do not need one.

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.

CJYFC staff would clean up after each session to assure we left it as we found it.


For outdoor only events:


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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.

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

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

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

SCHOOL FACILITIES

05.31
(CONTINUED)

Rental Application and Contract

RELATED POLICIES:

03.1327; 03.2327; 05.3; 06.221; 09.4232; 10.3; 10.5

Adopted/Amended: 8/8/2019
Order #: VI.2A