

Use of Facilities Contract Incorporating a Release, Waiver of Liability, and Indemnity Contract

This Use of Facilities Contract ("Agreement") is made and entered into as of July 1, 2026 by Boone County Schools/ Hilliard Collins Elementary School (hereinafter referred to as CES) and KCE Champions LLC (hereinafter referred to as KCE Champions LLC). CES and KCE Champions LLC are sometimes referred to herein as "parties" and each individually as a "party."

WHEREAS, CES is committed to providing a positive, enriching and challenging learning environment to help all children reach their full potential. Through rigorous instruction, employing 21st century skills of communication, collaboration, critical thinking and creativity, we strive to make all students lifelong learners and productive positive members of society.

WHEREAS, CES desires to provide Before and After School Child Care, on its campus as a service to their students and KCE Champions LLC desires to work cooperatively with CES to provide an asset-based approach to the delivery of the before mentioned services in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, CES and KCE Champions LLC hereby mutually agree to install and implement the before mentioned services, as set forth herein.

IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

I. PURPOSE:

The purpose of this Agreement is to establish the working relationship by and between the parties, based on the intent to meet the service delivery needs of the Before and After School, facility usage and to set forth the operative conditions which will govern this partnership. The program will operate at no cost to the school, will not inconvenience or disrupt school operations and will be fully supported by parent fees. In the event that enrollment in the program is not sufficient to support its continued operation, the KCE Champions LLC will notify the school and parents in writing at least sixty (60) days before ceasing operations.

II. DESCRIPTION OF PROGRAM SERVICES

A. KCE Champions LLC Agreement:

1. The hours of operation will be from **6:30 AM – 8:40 AM and 3:30 PM-6:30 PM** Monday through Friday, excluding days there is no school.

2. KCE Champions LLC will provide all supplies and materials for the programs, including locked storage cabinets which will be placed in unobtrusive areas of the designated rooms.
3. All licensing and KY requirements will be the responsibility of the KCE Champions LLC.
4. Staff will be hired, trained, supervised, and compensated exclusively by KCE Champions LLC. The on-site director, at minimum, will meet the education requirements provided by the KY state licensing department. The assistants will be caring adults who are experienced working with children and will receive supplementary training from KCE Champions LLC.
5. Parents will drop off and pick up children at CES through the front office doors.
6. Parents will be required to sign their children in at drop off and out at pick up. This will be done directly with KCE Champions LLC staff.
7. All children will be supervised at all times by the KCE Champions LLC staff.
8. A daily snack will be provided by the KCE Champions LLC staff, using pre-packaged, nutritious foods that won't require use of school storage.
9. KCE Champions LLC will assume all administrative functions, including, but not limited to registration, purchasing, and all liability insurance on staff, volunteers, and program. KCE Champions LLC will retain all income and make all disbursements from parent and registration fees.
10. KCE Champions LLC will be responsible for providing phone service to their staff members. The contact numbers for onsite staff members will be provided to the office staff and school administration. School staff will not accept phone calls for KCE Champions LLC.
11. KCE Champions LLC will provide a weekly report that includes every child scheduled to attend the following week.
12. KCE Champions LLC will commit \$55 weekly to CES for allowing the KCE Champions LLC to utilize the school space Monday – Friday during the school year.

B. CES Agreement:

1. The program will occupy an appropriate area of the school, designated by the school principal. The school playground and gymnasium will be available daily to

the program, weather and schedule permitting, and will be used only under the close supervision of KCE Champions LLC .

2. Any room used by KCE Champions LLC program, including bathrooms, will be reserved exclusively for KCE Champions LLC during the daily periods of time the children in the program are present.
3. CES will provide regular maintenance and cleaning services after the program closes at **6:30 PM** each day. KCE Champions LLC staff will leave the premises in the same condition in which they found it each day the program operates.
4. CES will provide all utilities, including water, electricity, and heat. CES will provide internet access for the use of administrative needs and requirements.

III. TERM

This Agreement shall commence upon the Effective Date and continue for a period of twelve months through June 30, 2027. A CES representative and a KCE Champions LLC representative will meet at least quarterly to review this Agreement, including, but not limited to the programs and services provided.

This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other. For purposes of this Agreement, written notice shall be deemed duly given if delivered in person to an authorized representative of the party or delivered via courier (signature and proof of delivery required) or by US Certified Mail – Pre-Paid, with Receipt of Delivery Requested.

IV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, and all other communications between the parties with respect to such matters.

V. AMENDMENTS

Amendments to this Agreement may be made only with the mutual written agreement of both parties.

VI. INSURANCE

Each party shall maintain insurance policies and coverage in its own name with respect to its own activities. During the term of this Agreement, each party shall carry: (a) Commercial General Liability Insurance with limits against claims for bodily injury (including death), personal injury, and property damage of not less than One Million Dollars (\$1,000,000) each occurrence; (b) Employment Practices Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence; and (c) Worker's Compensation Insurance in an amount sufficient to comply with applicable laws and regulations. All insurance required under this

Agreement shall be written with companies reasonably satisfactory to the other party. Each party shall provide the other party with certificates evidencing the insurance coverage required under this Agreement (and as reasonably requested thereafter), naming the other party as an additional insured with regard to the utilization of space and the activities/programs conducted therein, and providing for not less than thirty (30) days advance written notice to the other party.

VII. HOLD HARMLESS/INDEMNIFICATION

- A. KCE Champions LLC agrees to indemnify, defend and hold harmless Boone County Schools, its Board of Directors, officers, agents and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, arising from or related to: (i) workers' compensation claims, overtime claims, tax liability claims, benefit claims or other liabilities imposed against CES by an employee or other representative of KCE Champions LLC, or (ii) any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to this Agreement and the services/equipment provided hereunder. It is understood that such indemnity shall survive the termination of this Agreement.

VIII. STATUS OF PARTIES

The parties hereto agree that the relationship created by this Agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and other benefits of any kind, as required by law, for its own employees.

IX. BACKGROUND CHECKS

In accordance with KCE Champions LLC policy, the KCE Champions LLC shall conduct a criminal background check of its employees and, upon receipt of the results, certify to CES that all employees meet KCE Champions LLC employee guidelines.

X. FEES

KCE Champions LLC will set the program fees and will maintain responsibility of fee collection as it relates strictly to KCE Champions LLC programming. All forms of payment will be recorded and reported by the KCE Champions LLC according to policies and procedures.

XI. FORCE MAJEURE

Neither party shall be responsible, nor shall either be held liable to the other, for any non-performance or delay in performance of its obligations under terms or provision of this Agreement directly or indirectly resulting from any cause or circumstance beyond its control (including, by way of example, war, strike, riot or natural disaster) or failure of the other party hereto to fulfill any of its obligations hereunder.

XII. WRITTEN NOTICE

Written notices regarding this Agreement required to be provided herein, shall be sent, first class mail to the following representatives:

XIII. GOVERNING LAW, VENUE AND JURISDICTION.

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles. The parties consent to exclusive jurisdiction and venue in the state courts of Boone County, Kentucky.

To: Boone County Schools

To: KCE Champions LLC

XIV. APPROVALS


Printed Name and Title

Signature

Date

Christopher Oman, Director Growth Finance & Champions

Printed Name and Title



Signature

5/12/2026

Date

REVIEWED BY LEGAL (KCE)

DATE: 5/11/2026

INITIALS _____ CK _____

Use Agreement

This agreement made by and between the Boone County Board of Education, Deshae Barnhorst as Principal authorized so to act by direction of the Board of Education and KCE Champions LLC 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:

Before and after school child care

at the following times and dates: Monday through Friday 6:30 AM - 8:40 AM
and 3:30 PM - 6:30 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. 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 June, 20 21.

Collins Elementary SCHOOL
BY: Dushae Bonhertel
PRINCIPAL

KCE Champions LLC
USER

5005 Meadows Rd #200
ADDRESS

Lake Oswego OR 97035
CITY STATE ZIP

2010-249-5843
PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/25/2026

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 Aon Risk Insurance Services West, Inc. Portland Oregon Office 851 SW 6th Avenue Suite 550 Portland OR 97204-1309 USA	CONTACT NAME: PHONE (A/C. No. Ext): (503) 224-9700 FAX (A/C. No.): (503) 295-0923		
	E-MAIL ADDRESS:		
INSURED KUENG Corp.; KinderCare Education LLC; KC REE Holdings, Inc.; and Their Wholly Owned Subsidiaries 5005 Meadows Road, Suite 200 Lake Oswego OR 97035 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Arch Indemnity Insurance Company		30830
	INSURER B: Arch Insurance Company		11150
	INSURER C: XL Insurance America Inc		24554
	INSURER D:		
	INSURER E:		

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570121331558 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation-Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			71GPP0512317	12/01/2025	12/01/2026	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COM/POP AGG \$10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			71CAB1045717 AOS	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			US00011222LI25A SIR applies per policy terms & conditions	12/01/2025	12/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input checked="" type="checkbox"/> N N/A			74WCI1000617 AOS	12/01/2025	12/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71WCX4953817 EXCESS WC-OH SIR applies per policy terms & conditions	12/01/2025	12/01/2026	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

570121331558

Certificate No.:

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

See attached for Legal Entities. Workers' Compensation for all states except Monopolistic states. Coverage for abuse, neglect and molestation is included within the Commercial General Liability Insurance policy evidenced herein.

CERTIFICATE HOLDER**CANCELLATION**

Boone County Schools 8330 US Hwy 42 Florence KY 41042 USA	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>Aon Risk Insurance Services West, Inc.</i>

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AGENCY CUSTOMER ID: 570000061506

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED KUEHG Corp.;	
POLICY NUMBER See Certificate Number: 570121331558		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570121331558	NAIC CODE		

ADDITIONAL REMARKS

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

Legal Entities

- KUEHG Corp.
- KinderCare Education Holdings LLC
- Knowledge Schools LLC
- KinderCare Education LLC
- KU Education LLC
- KinderCare Learning Centers LLC
- KinderCare Education at Work LLC
- KCE Champions LLC
- KC REE Holdings, Inc.
- REE Investment, LLC
- REE Holdco, Inc.
- REE Midwest, Inc.
- REE Southeast, Inc.
- CDLC Early Learning, LLC
- D/B/A:
- KinderCare Learning Center
- KinderCare Education at Work
- Knowledge Beginnings
- The Grove School
- Cambridge School
- Champions
- Creme de la Creme
- Skyrise School

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 June 24, 2026

Requestor's Contact Information

Name: Heidi Malone

Organization: KCE Champions LLC

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

Contact number: 513.220.2724

Email address: heidi.malone@discoverchampions.com

School / Location Requested

Collins Elementary School

List all areas needed:

Gymnasium, Cafeteria, Trailer/Portable

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

Date(s) of program / event : 8/19/26 – 5/27/27 ('26'27 School Year)

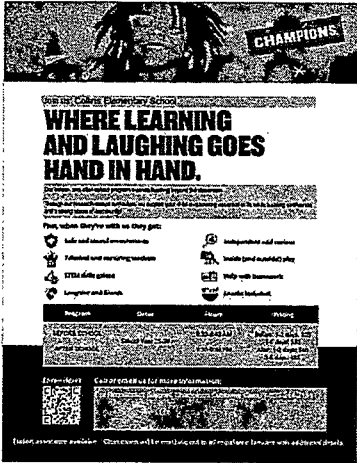
Program/ event time: Monday – Friday 6:30 am – 8:40 am , 3:30 pm – 6:30 pm

Actual time needed: M-F 6:00 am – 7:00 pm ____ Include set up / tear down / clean up / restoration time

Expected number of attendees: 45

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.



This flyer was used for our opening.

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?

Heidi Malone – Area Manager

Asia Dodson - Site Director

Purpose of the event / program:

Extended Day (Before and After – School) Care for Students.

Safety and Emergency Procedures:

All Staff attend safety and emergency training as required by our company and our licensing process. We have safety and emergency protocol and evacuation routes and plans trained and posted in our program. All Emergency contacts are posted as well as we have a Risk department through our corporation to be involved and support documentation and follow up on any incidents that may occur.

Inclement Weather Plan :

We follow the district inclement weather plan so if late start or early release, we follow whatever communication and plans the district have. If school is closed, we are closed. We have a process to communicate to families in case of inclement weather as well as our staff.

07/03/2025

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.

We keep our area clean and tidy. Part of our agreement is that trash and floor cleaning is completed by the custodial staff as per their regular schedule / maintenance of the space we use. We leave our space better / cleaner than when we find it and return all of our supplies back to their storage area.

For outdoor only events:

07/03/2025

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

We utilize the school facilities that are near the space that we utilize.

This section to be completed by school or district administration

Please initial each item.

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

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

JB 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; HMInitials
 - 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; HMInitials
 - c. Agreement to observe all fire and safety regulations; HMInitials
 - 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; HMInitials
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; HMInitials
 - 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.

*n/a

Champions does not pay for custodians as part of our original agreement.

"CES will provide regular maintenance and cleaning services after the program closes at 6:30 PM each day. KCE Champions LLC staff will leave the premises in the same condition in which they found it each day the program operates."

- 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.

n/a

**Champions does not require use of the kitchen facilities.*

- h. Agreement that no kitchen equipment may be used outside the building; HMInitials
- i. Agreement that no alterations to the buildings or grounds be made without prior approval; HMInitials
- 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; HMInitials
- k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; HMInitials **Champions does use school tables and chairs for activities and homework for the children as well as playground equipment for required outdoor time.*

- 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. *H M Initials*
- m.** Agreement that only the agreed upon, assigned areas / spaces of the property may be used. *H M 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. *HM*Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage *HM*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