

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 August 1, 2026 (Effective Date) by Boone County Schools/North Pointe Elementary, A.M. Yealey Elementary, and Thornwilde Elementary (hereinafter referred to as BCS), and the YMCA of Greater Cincinnati/R.C. Durr Branch (hereinafter referred to as YMCA). BCS and YMCA are sometimes referred to herein as "parties" and each individually as a "party."

WHEREAS, BCS 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, BCS desires to provide Early Learning (North Pointe), and Before & After School Child Care, on its campus as a service to their students and the YMCA desires to work cooperatively with BCS 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, BCS and YMCA 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 Early Learning, and Before & 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 YMCA will notify the school and parents in writing at least sixty (60) days before ceasing operations.

II. DESCRIPTION OF PROGRAM SERVICES

A. YMCA's Agreement:

1. The hours of operation will be from 6:30 AM - 6:00 PM, Monday through Friday.
2. The YMCA 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 STARS requirements will be the responsibility of the YMCA.
4. Staff will be hired, trained, supervised and compensated exclusively by the YMCA. The on-site director will possess a four-year college degree in elementary education, early childhood education, recreation or related-field, and will have successful experience working with school age children. The assistants will be caring adults who are experienced working with children, and will receive supplementary training from the YMCA.
5. Parents will pick up children at the school in the afternoon - within the school building or on the playground.
6. All children will be supervised at all times by the YMCA staff.
7. A daily snack will be provided by the YMCA staff, using pre-packaged, nutritious foods that won't require storage.
8. The YMCA will assume all administrative functions, including, but not limited to registration, purchasing, and all liability insurance on staff, volunteers, and program. The YMCA will retain all income and make all disbursements from parent and registration fees.

9. The YMCA will be responsible for one telephone installation and all ongoing costs related to that telephone's usage.
10. The YMCA will notify the school of all student participants in the program and update when necessary.
11. The YMCA will commit \$1,500 yearly to North Pointe Elementary for allowing the YMCA to utilize the school space Monday - Friday during the Summer and School Days Out.

B. BCS 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 the YMCA staff.
2. Any room used by the YMCA program, including bathrooms, will be reserved exclusively for the YMCA during the daily periods of time the children in the program are present.
3. BCS will provide regular maintenance and cleaning services after the program closes at 6:00 PM each day. However, YMCA staff will leave the premises in the same condition in which they found it each day the program operates.
4. BCS will provide all utilities; including water, electricity and heat. BCS 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 July 31, 2027. BCS representative and YMCA 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. To the extent permitted by Law, Boone County Schools agrees to indemnify, defend and hold harmless YMCA, its Board of Trustees, 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 any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to BCS failure to comply with its duties, obligations and responsibilities created under this Agreement or its breach of any warranties and representations made hereunder. It is understood that such indemnity shall survive the termination of this Agreement.

- B. YMCA 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 BCS by an employee or other representative of the YMCA, 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 YMCA policy, the YMCA shall conduct a criminal background check of its employees and, upon receipt of the results, certify to BCS that all employees meet the YMCA employee guidelines.

X. FEES

The YMCA will set the program fees and will maintain responsibility of fee collection as it relates strictly to YMCA programming. All forms of payment will be recorded and reported by the YMCA 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:

To: Boone County Schools

To: YMCA of Greater Cincinnati

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.

XIV. APPROVALS

To: Boone County Schools

To: YMCA of Greater Cincinnati

Printed Name and Title

Printed Name and Title

Signature

Signature

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2026

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 Digital Insurance LLC-Cincinnati, OH 9938 Crescent Park Drive West Chester OH 45069		CONTACT NAME: Dee Dee Carter PHONE (A/C, No, Ext): 888-779-2800 FAX (A/C, No): 513-779-2803 E-MAIL ADDRESS: rs.certificates@onedigital.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Amer Ins Co	NAIC # 16691
		INSURER B: Great American Assurance Co	26344
		INSURER C: Great American Alliance Ins Co	26832
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 740792587	REVISION NUMBER:
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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 SUBR INSD 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 checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	PAC3274518	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CAP3274519	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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"/> RETENTIONS 10,000		UMB3274520	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	PAC3274518	1/1/2026	1/1/2027	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER OH STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A			PAC3274518	1/1/2026	1/1/2027	Abuse or Molestation Abuse or Molestation Professional \$1M/Each Abuse \$3M/Aggregate \$1M/\$3M

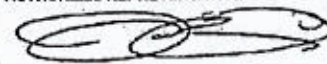
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL POLICIES:

Effective 1/1/2026-1/1/2027:

\$10,000,000 Excess Liability Policy; Policy #25QS1506 through HDI and Allianz

\$140,000 Leased and Rented Equipment; Policy: PAC3274518 through Great American Insurance Group

CERTIFICATE HOLDER	CANCELLATION
Boone County Schools 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 

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CINCINNATI OH 45999-0038

In reply refer to: 0248222025
May 08, 2019 LTR 4168C 0
31-0537178 000000 00
Input Op: 0248222025 00018897
BODC: TE

YOUNG MENS CHRISTIAN ASSOCIATION
OF GREATER CINCINNATI
1105 ELM ST
CINCINNATI OH 45202-7513

031863

Employer ID number: 31-0537178
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Apr. 29, 2019, about your tax-exempt status.

We issued you a determination letter in June 1942, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

Use Agreement

This agreement made by and between the Boone County Board of Education, Kelly Smith as Principal authorized so to act by direction of the Board of Education and YMCA of Greater Cincinnati- R.C. Durr 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:

YMCA preschool program and before/after school childcare program

at the following times and dates: Mon-Fri year round from July 1, 2026 - June 30, 2027
6:15 AM - 6:15 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 20 day of May, 20 26.

North Pointe Elem SCHOOL

BY: Kelly Smith
PRINCIPAL

R.C. Durr YMCA
USER

5874 Veterans Way
ADDRESS

Burlington KY 41005
CITY STATE ZIP

859-534-5700
PHONE NUMBER

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: 5/13/2026

Requestor's Contact Information

Name: Kerri Conner

Organization: YMCA of Greater Cincinnati- R.C. Durr

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

Contact number: 513-362-2059

Email address; kconner@myy.org

School / Location Requested: North Pointe

List all areas needed: Cafeteria, Gym, Playground, Room 202,201, 127

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

Date(s) of program / event : 2026-2027 School Year

Program/ event time: Before and After School Care and Full Day Preschool Yearly

Actual time needed: 6:15 a.m.-6:15p.m. Include set up / tear down / clean up / restoration time

Expected number of attendees: 30-50

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 flyer, media notices, social media postings, registration information etc. Brochures to families, post on Social

Media

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?

YMCA paid staff

Purpose of the event / program:

Serve the families for Full day Preschool and Before and After so parents are able to work

Safety and Emergency Procedures:

Posted during program hours, following school procedures as well

Inclement Weather Plan :

Follow School Schedule

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.

Program staff are to keep the area clean, supplies put up each night in, tables and floors cleaned

For outdoor only events:

07/03/2025

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

N/A

This section to be completed by school or district administration

Please initial each item.

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

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

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

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

Use Agreement

This agreement made by and between the Boone County Board of Education, DAVID FULLER as Principal authorized so to act by direction of the Board of Education and YMCA of Greater Cincinnati- R.C. Durr 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:

Cafeteria, Room 113, Gym

at the following times and dates: 2026-2027 school year
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 13th day of March, 2024

012 Thomwilde SCHOOL

BY: D. J. Jell
PRINCIPAL

Henri Connor / RC Durr Ymca
USER

5874 Veterans Way
ADDRESS

Burlington Ky 41005
CITY STATE ZIP

859 534 5700 RC Durr
PHONE NUMBER

513-362-2059 Direct Line

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: 3/10/2026

Requestor's Contact Information

Name: Kerri Conner

Organization: YMCA of Greater Cincinnati- R.C. Durr

Does this organization have non - profit status? Yes No

If yes, please attach documentation.

Contact number: 513-362-2059

Email address; kconner@myy.org

School / Location Requested: Thornwilde

List all areas needed: Cafeteria, Gym, Playground, room 113

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

Date(s) of program / event : 2026-2027 School Year

Program/ event time: Before and After School Care

Actual time needed: 6:15-8:45, 2:45-6:15 Include set up / tear down / clean up / restoration time

Expected number of attendees: 30-40

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. Brochures to families, post on Social Media

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?

YMCA paid staff

Purpose of the event / program:

Serve the families for Before and After so parents are able to work

Safety and Emergency Procedures:

Posted during program hours, following school procedures as well

Inclement Weather Plan :

Follow School Schedule

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.

Program staff are to keep the area clean, supplies put up each night in, tables and floors cleaned

For outdoor only events:

07/03/2025

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

N/A

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.

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

- n. Agreement that parking in designated areas will be enforced by the reater. There is no parking in grass areas or non-designated parking areas unless included as part of the original facility use agreement. KC Initials
- o. Agreement that there are to be no alterations to designated handicap parking spaces through the addition of or removal of signage KC 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

Use Agreement

This agreement made by and between the Boone County Board of Education, Gene Wine as Principal authorized so to act by direction of the Board of Education and YMCA of Greater Cincinnati- R.C. Durr 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:

Cabana, Multi-Purpose Playground

at the following times and dates: Monday through Sunday

6:45 - 8:45 - 2:45 - 4:15 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.

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YOUNG MENS CHRISTIAN ASSOCIATION
OF GREATER CINCINNATI
1105 ELM ST
CINCINNATI OH 45202-7513

time).

Thank you for your cooperation.

Sincerely yours,



Kim A. Billups, Operations Manager
Accounts Management Operations 1

SCHOOL FACILITIES

05.31 AP.21
(CONTINUED)

Use Agreement

IN WITNESS WHEREOF the Principal for and on behalf of the Board of Education and the User hereunto set their hands this 29 day of June, 2020.

Yealey Elementary SCHOOL

BY: [Signature]
PRINCIPAL

Kerri Conner
USER

5874 Veterans Way
ADDRESS

Burlington KY 41005
CITY STATE ZIP

PHONE NUMBER

* Signature and Signature Booklet
with attached permission form
Return Attached.

SCHOOL FACILITIES

05.31 AP.21
(CONTINUED)

Fee Schedule

GYMNASIUM

Community Recreational Use \$ 25.00 per hour

Other Uses \$100.00 per hour
3 hour minimum

CAFETERIA/KITCHEN FACILITIES

\$100.00 per hour

3 hour minimum

HIGH SCHOOL AUDITORIUM

\$100.00 per hour

Gym with stage/Cafeteria with stage 3 hour minimum

The hourly rate plus fixed charges and overtime, when appropriate, will be charged for employees necessary to facilitate building rental.

Review/Revised:7/21/2011

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: 5/22/2026

Requestor's Contact Information

Name: Kerri Conner

Organization: YMCA of Greater Cincinnati- R.C. Durr

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

Contact number: 513-362-2059

Email address: kconner@myy.org

School / Location Requested: Yealey

List all areas needed: Cafeteria, Gym, Playground

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

Date(s) of program / event : 2026-2027 School Year

Program/ event time: Before and After School Care

Actual time needed: 6:15-8:45, 2:45-6:15 Include set up / tear down / clean up / restoration time

Expected number of attendees: 20-40

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. Brochures to families, post on Social Media

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?

YMCA paid staff

Purpose of the event / program:

Serve the families for Before and After so parents are able to work

Safety and Emergency Procedures:

Posted during program hours, following school procedures as well

Inclement Weather Plan :

Follow School Schedule

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.

Program staff are to keep the area clean, supplies put up each night in, tables and floors cleaned

For outdoor only events:

07/03/2025

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

N/A

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

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Adopted/Amended: 8/8/2019
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