AGREEMENT

We, the undersigned, do hereby enter into the following agreement.

In case, or cases of emergency, and needed evacuation, be it man-made or an act of God, the Breathitt County Superintendent agrees for residents of the Nim Henson Geriatric Center to be housed in the L.B.J. Elementary School Gymnasium and meals prepared for the residents in their dietary department.

Breathitt County Schools will provide a regular school bus and a disability bus to help transport residents for evacuation purposes.

Phillip Litteral, Center Administrator, or his designee, Nim Henson Geriatric Center, hereby agrees to be in complete charge of the actions and activities of said residents while housed on School Property.

Phillip Litteral further agrees that the Geriatric Center shall indemnify and hold the School District harmless for all claims made and shall be responsible for the welfare of the residents and any liabilities will be covered with insurance provided by said Center, holding the School District in no way responsible for claims that may be made or caused to be made by anyone connected with the removal of residents or staff of said Center.

Phillip Litteral, Administrator, also agrees and promises that should this action cause any damage to School Property, that said Nim Henson Geriatric Center will be responsible and pay for said damages without any cost whatsoever to the School District.

Nim Henson Geriatric Center will reimburse Breathitt County School District for any expenses incurred pertaining to this evacuation.

Superintendent

Phillip Litteral, Administrator

Date