



## Footlighters, Inc. & Gray Middle School Agreement

### Event Details & Pricing

Today's Date: November 20, 2019  
Event Name: *Of Mice and Men* educational weekday matinee  
Event Venue: The Stained Glass Theatre, 802 York Street Newport, KY 41071  
Event Date: Wednesday, February 26, 2020  
Arrival Time: 9:30am ET  
Show Time: 10:00am ET  
Approx. End Time: 12:30pm ET  
Number of seats: 159  
\*Price per student: \$20.00  
\*\*TOTAL: \$3,180.00

*\*Price includes ticket admission fee and previously approved list of drinks and snacks.*

*\*\*Assumes any lunch accommodations to be provided by Gray Middle School and are not included in this price. Assumes up to 15 chaperones to accompany students included at no cost.*

**10% deposit is due upon booking**

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### Terms of Engagement

Your event is not considered confirmed until this agreement is signed and returned to Footlighters. If this contract is not received by December 19, 2019, Footlighters reserves the right to release the performance date.

**Deposit:** A 10% deposit is due at the time of booking. You may either send the deposit payment with this agreement or send as soon as possible after returning this agreement.

**Payment Details:** Full Payment for matinee must be made no later than 45 days prior to event date. Please make your controller/treasurer aware of the need to arrange prompt payment. Cancellations or adjustments to your reservation (including changes in the number of reserved seats) may only be made up to that point, 45 days prior. It is the responsibility of the teacher or contact to be aware of deadlines related to his or her reservation(s). After 45 days prior, Footlighters will consider the reservation final and the school will be responsible for full payment of all seats reserved, no exceptions. If a

# the footlighters, inc.

program is booked within 45 days of the performance date, full payment must be made immediately.

**Cancellation:** If the event must be cancelled due to inclement weather, serious actor illness or other emergency, Footlighters will make every effort to reschedule the program in the following days. If rescheduling is impossible, school shall be responsible to cover \$100 in rights fees only. The remainder of deposits/payments received shall be refunded to the school within 5 business days.

**Payment Method:** Credit cards, checks and cash are accepted as payment. Checks can be made payable to "The Footlighters Inc". Footlighters is a 501(c)(3) non-profit organization. EIN # 31-6060705. Any questions regarding payments should be directed to Treasurer David Seley: 859-655-2300 or [david.seley@ml-co.com](mailto:david.seley@ml-co.com). Please scan and email completed contract to [mary.stone@empowermm.com](mailto:mary.stone@empowermm.com).

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## Proof of Liability Insurance Coverage

### See attached PDF

For: Gray Middle School

For: Footlighters, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed name/Title)

\_\_\_\_\_  
(Printed name/Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



AMERICAN ASSOCIATION OF COMMUNITY THEATRE  
improving communities and theatre at a time



# Theatre Insurance Program

## General Liability Insurance Application

Group name: Footlighters, Inc.  
Group address: 802 York Street  
Group city: Newport  
Group state: KY  
Group zip: 41071

Is your group incorporated? Yes  
Is your group tax exempt? Yes

Contact name: David Seley, Director of Finance  
Contact email: dseley@gmail.com  
Contact website: www.footlighters.org  
Contact phone: 859-291-7464  
Contact fax:

Is your location address the same as your mailing address above? Yes  
If not, please complete the next lines below.

Location address:  
Location city:  
Location state:  
Location zip:  
Location phone:  
Location fax:

Annual admissions (head count): 6,000  
Shows Per year: 4  
Number of performances: 48  
Any Off-site performances? No  
If so, how many per year? n/a

Annual budget: \$70,000  
Years in business: 56  
Are you a member of the AACT? Yes  
*Note: Being a member or becoming a member is a requirement in order to participate in the insurance program.*

Please describe your production process:  
Show selections for each season (Aug - July) are announced approximately 10-12 months in advance. Production staff is assembled shortly afterwards. Auditions are held usually ~6 months before opening. Music and choreography rehearsals generally start in the

theatre 3 months before opening and continue in various areas of the building so as not to interfere with set construction. Costumes, props, set construction, set décor, light and sound design are all done concurrently in the 3-4 months leading up to opening night. Once the show opens, we run 4 performances for 3 consecutive weeks for a total of 12 performances per show.

Are certificates of insurance required from all contractors and subcontractors (excluding performers), naming your organization as an "additional insured"? No

Is there construction of scenery, backdrops or stages over three stories in height? No

Is there any use of bulldozers, backhoes, excavators or cranes? No

Are there any international performances or operations? No

Are there aerial acts performed over audiences? No

Are there pyrotechnic displays? No

Do you use weapons of any kind in exhibits, presentations or performance? No

Do you provide or arrange for permanent or temporary housing for staff or performers? No

Abuse and Molestation Liability (optional)

Do you have a hiring process for employees and volunteer workers that includes questions about whether the individual has ever been convicted of any crime and involved in any lawsuit, claim or criminal charge involving sexual abuse, sexual molestation or sexual misconduct?

Do you require and verify prior employment and personal references on every prospective employee? (if applicable)

Are minors ever left alone with only one adult in any program, service, event or other activity?

Do you follow policies or procedures for the proper supervision of employees and volunteers who are in direct contact with minors and other individuals in all on-site or off-site programs, services, events or other activities?

Do you own or lease any autos? No

If so, explain:

Do you have any Special events? Yes

If so, please explain special events: Holiday gatherings, movie/trivia nights

Do you teach classes? Yes

Explain what classes you have: Children's summer camp

Approximate class size? 20

How many class days per year? 15

Do you have Ushers? Yes

If so, how many? 6-7 per performance

Do you serve refreshments? Yes

Charge for refreshments? No - donation only

Refreshments annual revenue: \$2,000

Do you serve alcohol? Not at present

Alcohol annual revenue: n/a

Who serves alcohol? n/a

Are they TIPS or similarly certified? n/a

What Controls are in place to limit drinking? n/a

Number of board members: 17

Number of full-time employees: 0

Number of part-time employees: 0

Do you require any Additional insureds? If so, please list them:  
No

How much Theatrical property coverage do you need?

Business property Coverage? **Already have**

Employee Theft Coverage?

Loss of income Coverage?

(For the purposes of this application, "theatrical property" is property that is portable and might be taken or stored away from your performance venue.) "Business Property" is the contents of your venue if they are never taken or stored off site.)

Do you Lease or rent your building? **No**

If so, from who?

Do you own your building? **Yes**

If so, what is the value of your building? **\$204,700 (2019 tax value)**

If you own your building, do you rent or lease it out? **No**

Please answer the following questions in regards to the building you perform in most often.

Year built: **1882**

Construction type: **Brick**

Ground floor square footage: **4,000**

Number of floors: **2**

Is there a Basement? **Yes**

If so, describe basement: **Storage rooms for costumes and props**

Roof type: **Slate**

Wiring updated year: **2004 / 2017**

Plumbing updated year: **2009**

Heating updated year: **2013**

Roof updated year: **2009 / 2014**

Do you Cook in the building? **No**

If so, describe cooking:

Is there a fire alarm? **Yes**

Fire extinguishers? **Yes**

Fire hoses? **No**

Smoke detectors? **Yes**

Burglar alarm? **No but video monitoring**

Sprinkler system? **Yes**

How many seats are there? **159**

Number of exits? **5**

Light exit signs? **Yes**

Are there panic bars on the exit doors? **No**

Is there emergency lighting? **Yes**

Are there other building occupants? **No**

What is to the left of building? **Residence**

Left distance: **25 feet**

What is to the right of building? **Street**

Right distance: **15 feet**

What is to the rear of building? **Residence**

Rear distance: 15 feet

Have you had any Insurance losses in the past four years? No  
If so, please explain:

What is your requested effective date? 11/20/19  
Who is your current insurance company? King Insurance Group  
What is the expiration date of your current policy? n/a - new  
application for General Liability  
What is your current premium? n/a

If you don't have insurance currently, have you had insurance in the  
past? General Liab - no

#### FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado Fraud Statement: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas Fraud Statement: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland Fraud Statement: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky, Pennsylvania AND Ohio Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee, Virginia and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

#### STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are: fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss. If the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

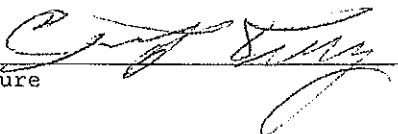
Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

Minnesota Notice: Authorization or agreement to bind the insurance may be withdrawn or modified only based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days' notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. **THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.**

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy.

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

  
Signature

Christopher Tully  
Print Name

President, Footlighters, Inc.  
Title

11-19-19  
Date