

USE AGREEMENT

This agreement made by and between the Boone County Board of Education, _____ as Principal authorized so to act by direction of the Board of Education and Danielle Pratt 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:

The parking lot & sidewalk of NorthPointe
Elementary

at the following times and dates: Sunday Oct. 23, 2022
9^{am} - 4pm

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 and permission for use may be terminated without cause by notice from Principal.
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.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the user hereunto set their hands this 11th day of September, 20 28.

North Point Elementary SCHOOL

BY: _____
PRINCIPAL

Danielle Pratt
USER

2061 Westborough Dr.
ADDRESS

<u>Hebron</u>	<u>Ky</u>	<u>41048</u>
CITY	STATE	ZIP

859.992.2848
PHONE NUMBER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2022

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 Kentucky Farm Bureau Insurance Agency, Inc. 9201 Bunsen Parkway Louisville Kentucky 40250	CONTACT NAME: Rebecca Adkins PHONE (A/C, No, Ext): 502-495-5000 FAX (A/C, No): 502-495-7743 E-MAIL ADDRESS: Agency.Dept@kyfb.com PRODUCER CUSTOMER ID:
INSURED Boone Butterfly Buddies Walk for a Cure 2061 WESTBOROUGH DR Hebron, KY 41048 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company NAIC # 23787 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: W02293151

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6BRPG0000007787200	10/23/2022 12:01 AM EDT	10/24/2022 12:01 AM	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$1,000,000</td></tr><tr><td>PROFESSIONAL LIABILITY</td><td></td></tr><tr><td>LEGAL LIAB TO PARTICIPANTS</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COM/OP AGG	\$1,000,000	PROFESSIONAL LIABILITY		LEGAL LIAB TO PARTICIPANTS	\$1,000,000
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<table border="1"><tr><td><input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr></table>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT									
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A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007787200	10/23/2022 12:01 AM EDT	10/24/2022 12:01 AM	<table border="1"><tr><td>PRIMARY MEDICAL</td><td></td></tr><tr><td>EXCESS MEDICAL</td><td>\$25,000</td></tr></table>	PRIMARY MEDICAL		EXCESS MEDICAL	\$25,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Event Name: Boone Butterfly Buddies Walk for a Cure Type of Event: Walk Distance:5K

Event Date (including ancillary events and set-up/tear-down): 10/23/2022 to 10/23/2022 Number of Participants: 150 Event Location: North Pointe Elementary School

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



Kentucky Farm Bureau
Insurance Agency, Inc.
supported by
K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne, IN 46804
Phone (800) 328-2317
Fax (206) 459-5502

Application Date :09/09/2022

Final Summary

Walk/Run Event Liability Coverage

Insured Information

Are you an insurance agent or broker? **Yes**

Named insured (as it should appear on the policy): **Boone Butterfly Buddies Walk for a Cure**

Doing business as (DBA):

Contact first name: **Danielle**

Contact last name: **Pratt**

Mailing address: **2061 WESTBOROUGH DR**

City: **Hebron** State: **Kentucky** Zip: **41048**

Phone: **859-907-2739** Fax: Cell:

E-mail: **DTOLMAN@CSADULTDAY.ORG**

Website:

This is a new account

Agent Information

Agency name: **KY Farm Bureau**

Agency mailing address: **13270 Towne Center Drive**

City: **Walton** State: **Kentucky** Zip: **41094**

Agent/contact first name: **Jason**

Agent/contact last name: **Allbright**

Agency phone: **859-283-5397** Agency fax:

Agent/contact e-mail: **jason.allbright@kyfb.com**

Commercial General Liability

Are any of the following events/activities offered?

Activist rallies/marches/protests; Adventure Races; College or university level championships events; Endurance races; Events involving animals other than service animals; Events where the distance is more than 16 miles; Events with water activities or cycling activities; Full marathons (distances greater than 16 miles); Glow runs, color runs and similar types events or runs; Hiking events; Iron man events ; Mud runs/warrior runs/zombie runs/obstacle course runs/urbanathons (competitions, exhibitions or foot races that involve man-made obstacle courses, man-made mud pits, man-made slippery slopes, wall climbs, or other similar man-made obstacles); Political events; Professional sport events, try-outs and training camps/clinics; Triathlons/duathlons.

No

Desired coverage dates (including setup and teardown-no more than 5 days allowed):

10/23/2022

Does your event involve more than 3 days of walking/running activities?

No

In what state is the person/organization purchasing this coverage located?	Kentucky
Type of Event:	Walk
Name of Event:	Boone Butterfly Buddies Walk for a Cure
Name of Location:	North Pointe Elementary School
Address:	875 North Bend Road
City:	Hebron
State:	Kentucky
Zip:	41048
Distance of the race/event:	5K
Does your event involve any animals other than service animals?	No
Is the event a professional sporting event, try-out or training camp?	No
Is this event a college or university level championship event?	No
Do you have any vendors at your event?	Yes
Are they required to carry their own liability coverage?	Yes
Do you require all "participants" and/or parents/guardians of minors to sign a release/waiver?	Yes
Will alcoholic beverages be sold/provided at this event?	No

Walkers

Number of competitive/timed participants:	0
Number of non-competitive participants:	150
Total Number of Participants	150

Each Occurrence:	\$ 1,000,000
General Aggregate (other than Products-completed Operations):	\$ 5,000,000
Products-completed Operations Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Damage to Premises Rented to You (Fire Legal Liability):	\$ 1,000,000
Medical Expense (other than participants):	\$ 5,000
Legal Liability to Participants:	\$ 1,000,000
Medical Payments for Participants (excess - \$100 deductible):	\$ 25,000

Total Commercial General Liability Premium	\$150.00
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Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement

Do you want to add this coverage to the quote?	No, Thank you
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Do you want to add this coverage to the quote?	No, Thank you
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Total Commercial General Liability Premium	\$150.00
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Notable Exclusions:

The following exclusions are contained in the commercial general liability coverage provided by this program: 24-hour premises liability; Abuse, molestation, harassment or sexual conduct (unless optional coverage is purchased); Aircraft/hot air balloon; Airport; Amusement devices (the ownership, operation, maintenance or use of any mechanical or non-mechanical ride, slide or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing either permanently affixed or temporarily erected; or dunk tank. Amusement device does not

include any video arcade or computer games); Ancillary activities that require a separate admission charge and/or are open to the public (unless optional coverage is purchased); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Asbestos; Athletic or sports participants in any other sport/athletic activity other than walking or running; Commercial general liability standard exclusions (CG0001, 04/13 edition); Communicable Diseases; Cryogenic chambers/therapy; Employment-related practices; Events held outside the United States; Events with over 10,000 in total attendance; Events that last more than 3 days (not including set-up and tear-down); Unless reported, approved, and the appropriate premium has been paid; fireworks; Fungus or bacteria; Haunted attractions; Heavy metal, electronic, rap, hip-hop concerts/shows/leads; Legal liability to participants for professional athletes and celebrity participants; Medical payments for participant for professional athletes and celebrity participants; Nuclear energy liability; Operation, ownership or management of any facility or premises, other than while being used for covered activities; Operations of independent concessionaires, exhibitors and vendors at your event; Performers; Rodeos; Room and board liability; Saddle animals; Showmobile; Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information. Those operations listed as ineligible: Activist rallies/marches/protests; Adventure races; College or university level championships events; Endurance races; Events involving animals other than service animals; Events with water activities or cycling activities; Events where the distance is more than 16 miles; Full marathons; Glow runs, color runs and similar types events or runs; Hiking events; Iron man events; Mud runs/warrior runs/zombie runs/obstacle course runs/urbanathons (competitions, exhibitions or foot races that involve man-made obstacles); man-made mud pits, man-made slippery slopes, wall climbs, or other similar man-made obstacles); Political events; Professional sports events, tryouts and training camps/clinics; Triathlons/duathlons.

Terms & Conditions:

1. Any exposure changes that deviate from the original enrollment form must be reported in writing.
2. Premiums are 100% fully earned and are non-refundable once the coverage begins.
3. Coverage will be effective upon receipt of the completed enrollment form and premium payment.
4. Cancellation or changes must be reported prior to the scheduled start date of event, and confirmed in writing for a refund or credit to be considered.
5. Commercial General Liability Broadening Endorsement:
 - Expected or intended bodily injury or property damage resulting from the use of reasonable force to protect persons or property.
 - Non-owned Watercraft - extended to 58 feet.
 - Supplementary Payments - \$2,500 bail bonds, \$500 a day loss of earnings.
 - Waiver of Right of Recovery.
 - Bodily Injury definition expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
 - Damage to Premises Rented to You - the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers.
 - Additional Coverage:
 - Emergency Real Estate Consultant Fee - \$25,000
 - Identity Theft Exposure - \$25,000
 - Key Individual Replacement Cost - \$50,000
 - Lease Cancellation Moving Expense - \$2,500
 - Temporary Meeting Space - \$25,000
 - Terrorism Travel Reimbursement - \$25,000
 - Workplace Violence Counseling - \$25,000
6. Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. K&K deserves the right to decline any request for coverage.
7. Coverage is contingent upon receipt of premium payment. No coverage will be deemed in effect until premium is received by the company or their representative.

Do you need to request any additional Certificate(s) of Insurance to present to a third party?

No

Agent Warranty Disclosure

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

☒ I accept, on behalf of the Insured

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. K&K reserves the right to decline/void any ineligible coverage.

☒ **I accept, on behalf of the Insured**

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance contract.

☒ **I accept, on behalf of the Insured**

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits required in order to conduct insurance business in the state coverage for this Insured is being written. I further represent and warrant that I currently maintain, and will maintain, errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items.

☒ **I accept**

Name of the person completing this form:

First name: **Jason**

Last name: **Allbright**

Premium Summary

Commercial General Liability:

\$ **150.00**

Sexual Abuse/Sexual Molestation:

Not Covered

Ancillary Activities/Events Liability:

Not Covered

Total Commercial General Liability:

\$ **150.00**

Total Premium:

\$ **150.00**

RPG Administration Fee

\$15.00

Total Amount Due

\$165.00

* Premium subject to change if not completing purchase same day as quoting *

This summary is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions, as they may change from one coverage period to the next. Please remember that you will receive evidence of coverage immediately if purchased online. You may request a copy of the full policy by submitting a written request.

Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group (where applicable). An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG administration fee may be charged.

Fair Credit Report Act Notice

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us.

Fraud Warning

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully) presents a false or fraudulent claim for payment or a loss or benefit or 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. *Applies in MD only.

Applicable in CO: 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.

Applicable in FL and OK: 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)*. *Applies in FL only.

Applicable in KS: 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 commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: 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 (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY only.

Applicable in ME, TN, VA and WA: 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, and denial of insurance benefits. *Applies in ME only.

Applicable in MN: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Applicable in all other states: 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.