



FLOYD COUNTY BOARD OF EDUCATION  
Anna Whitaker Shepherd, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1  
William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member- District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

**Consent Agenda Item (Action Item):**

Consider/Approve for UPS/1<sup>st</sup> Annual Back to the Books with Brown Basketball Tournament to use Old Allen Central High School Gym on Saturday, March 18, 2023.

**Applicable State or Regulations:**

KRS 160.190 Duties and powers of the Board; 01.11 Facility Use must have Board of Education approval.

**Fiscal/Budgetary Impact:**

There will be no Fiscal/Budgetary impact on Floyd County Board of Education.

**History/Background:**


All Facility use agreements has to be approved by the board.

**Recommended Action:**

Approve request to use Old Allen Central Gym for UPS 1<sup>st</sup> Annual Back to the Books with Brown Basketball Tournament on March 18, 2023.

**Contact Person(s):**

Deborah Allen or Susan Wright (606) 874-5763

  
\_\_\_\_\_  
Superintendent

**Date:**

February 21, 2023

1<sup>ST</sup> ANNUAL BACK TO THE BOOKS WITH BROWN  
BASKETBALL TOURNAMENT

MARCH 18TH 2023 @ 9:00AM

ALL PROCEEDS GO TO BUY BACK TO SCHOOL CLOTHING  
FOR FLOYD COUNTY STUDENTS CHOSEN BY SCHOOL  
RESOURCE CENTERS

DEBORAH ALLEN AND SUSAN WRIGHT FROM UPS ARE  
WORKING WITH REBAL REYNOLDS TO ORGANIZE THIS  
FUNDRAISER FOR THE KIDS. THIS IS OUR SECOND YEAR  
AND WE HOPE TO MAKE IT BIGGER AND BETTER THAN  
LAST YEAR. WE WILL ALSO BE HOSTING A 2<sup>ND</sup> ANNUAL  
GOLF TOURNAMENT.

IF YOU HAVE ANY QUESTIONS FEEL FREE TO CONTACT

DEBORAH 606-339-5335

SUSAN 606-226-8860

**Application and Agreement for Use of District Property**

***NOTE: Please complete this form in duplicate and submit both copies to the Central Office designee for approval. If the application is approved, one (1) copy of the signed agreement will be returned to the using organization along with a contract prepared by the Board attorney. The contract shall be signed by the designated representative of the using organization and returned to the Central Office designee. If the application is not approved, both copies will be returned.***

Name of Sponsoring Organization/Activity <u>UPS / Basketball Game</u> Telephone <u>(606) 874-5763</u>	
Representative's Name <u>UPS Debbie Allen Susan Wright</u>	
Address <u>77 Merritt Ln Prestonsburg Ky 41653</u>	
The above organization/individual requests the use of:	
<input type="checkbox"/> auditorium <input checked="" type="checkbox"/> gymnasium <input type="checkbox"/> dining room/kitchen <input type="checkbox"/> stadium <input type="checkbox"/> classroom(s) _____ <input type="checkbox"/> other, specify _____	
Is the organization planning to use District-owned equipment? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
If yes, specify equipment _____ Operator's Name _____	
Is the organization planning to conduct sales on school premises? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, give a complete description of what is being sold and how the proceeds will be used. <u>Food</u>	
<u>Concession</u>	
Building/school/facility <u>Allen Central Gym</u>	
Purpose <u>Fund Raiser</u>	
Date(s) requested <u>3-18-23</u>	Time(s) Requested <u>8-</u>
Will public be admitted? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Will advertisement(s) be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Will admission be charged? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

**When using school facilities, this organization agrees to observe the following:**

- To schedule with the building Principal the time(s) District **property is to be used**. It is understood that the Superintendent/designee may cancel the use of the room or building at any time such use interferes with regular school activities.
- To be legally responsible for any and all damage to individuals and school equipment, building(s), grounds, or facilities, resulting from use by the organization.** To this end, the organization will procure sufficient liability insurance to indemnify the Board, school officers and employees for any injuries or property damage which might occur during the organization's use of the facilities. **This insurance shall contain limits of \$1,000,000 for bodily injury and \$10,000 for property damage. A copy of the organization's insurance certificate shall be filed with the Board prior to the date the organization uses the building. The Board shall require the renting organization to assume all liability for injury to individuals by reason of the lease of Board property and that the organization indemnify and save harmless the Board from any loss or damage thereby.**
- To provide appropriate equipment for the use of District property.** When gymnasiums are used, the organization agrees to permit on the gym floor only those persons wearing shoes that will not mark the floor.
- To abide by the requirements of Board Policies 05.3 and 05.31 (see attached).** Disregard of the rules and regulations governing the use of the school buildings, equipment and facilities shall result in the refusal of the Board to grant the offending organization further use.
- To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.**


**Application and Agreement for Use of District Property**

**FEE SCHEDULE**

The organization agrees to pay the applicable fee(s) for the use of District facilities.

	# of Employees Required	# of Hours	Hourly Rate (Overtime at 1.5 times)	Total
Custodians				
Food Service Employees				
Supervisory Personnel				
Other _____ _____				
<b>TOTAL PERSONNEL CHARGE</b>				

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use
Gymnasium at <u>Allen Central High</u> school				
Auditorium at _____ school				
Cafeteria - <input type="checkbox"/> Dining Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Both at _____ school				
Classroom(s) Number _____ at _____ school				
Stadium at _____ school				
Other Property at _____ school				

  
\_\_\_\_\_  
*Signature - Representative of User Group*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature - Superintendent/designee*

\_\_\_\_\_  
*Date*

IN THE EVENT SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS, ALL SCHEDULED ACTIVITIES, WITH THE EXCEPTION OF DINNER MEETINGS, WILL BE CANCELED AND OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(S) WILL BE MADE.

**Application and Agreement for Use of District Property**

<b>For Office Use Only - To be Completed by School Official</b>		
Cost for use of District property \$ _____	Cost for school employee \$ _____	Total cost \$ _____
Deposit \$ _____	Is deposit refundable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Deposit Received _____	Balance Due \$ _____	
Board employee(s) assigned: _____		
Board Action Date, if applicable _____		Board Order # _____

Review/Revised:9/29/11





Brian Pugh  
1288 South Lake Dr  
Prestonsburg, KY 41653

nicole.buchanan@kyfb.com  
Phone: (606) 886-8597

MSE023F1834

Quote is valid until 6/17/2023

To: **Deborah Allen**

Please bind effective: 5-17-2023  
 Insured email address: \_\_\_\_\_  
 Insured phone number: 606-339-5383  
 Confirm optional coverages:  
 Do not include any optional coverages.  
 Include the following optional coverages from Section V  
 (Taxes & Fees may apply to optional premium if purchased)  
 Option 1 - Set-up and/or Take-down Coverage  
 Option 2 - (add: \$50) - Rain Date Coverage  
 Option 3 - (add: \$100) - Banner Coverage  
 Option 4 - Terrorism Coverage

From: Nicole Buchanan

nicole.buchanan@kyfb.com

**I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS**

**COMMERCIAL LIABILITY POLICY INFORMATION**

Carrier:	Mount Vernon Fire Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII

GENERAL LIABILITY OCCURRENCE/AGGREGATE	GENERAL LIABILITY PREMIUM	ADDITIONAL COSTS	AMOUNT DUE
<input checked="" type="checkbox"/> \$1,000,000/\$2,000,000	\$250	\$4.50	\$254.50
<input type="checkbox"/> \$1,000,000/\$3,000,000	\$253	\$4.55	\$257.55
<input type="checkbox"/> \$2,000,000/\$2,000,000	\$288	\$5.18	\$293.18
<input type="checkbox"/> \$3,000,000/\$3,000,000	\$311	\$5.60	\$316.60
<input type="checkbox"/> \$4,000,000/\$4,000,000	\$560	\$10.08	\$570.08
<input type="checkbox"/> \$5,000,000/\$5,000,000	\$810	\$14.58	\$824.58

**ADDITIONAL QUOTE INFORMATION**

**Policy Minimum Premium: \$195**

Personal & Advertising Injury:	Same as the Occurrence Limit
Products Aggregate:	See L-535
Damages to Premises Rented:	\$100,000
Medical Payments:	\$1,000

Additional Limit Combinations may be available. Please contact your underwriter.

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***



Covered Events section for event dates covered

Period is 6/17/2023 to 6/19/2023

**ADDITIONAL COSTS INCLUDE:**

Kentucky KY Surcharge 1.80%

Kentucky Municipal taxes and a 15% of Municipal Tax Collection Fee may apply.

**This account is subject to the following - Sections A, B and C:**

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.

**A. Prior To Bind Requirements:**

- Please confirm date of event.
- If you have not already provided the mailing address, location address and additional insured information, we will need this information in order to bind coverage.

**B. Items Required Within 21 days of the inception of coverage:**

- No 21 Day Subject to Notes

**C. Underwriting Notes:**

- General Liability limits up to \$5M/\$5M may be available upon request.
- Binding order must be received prior to the start of the event or no coverage will be provided.
- Please be advised our underwriting team may conduct a thorough online search of location(s), the applicant and their activities before coverage is eligible to bind. This quote could be altered or rescinded based on the information found.
- Thank you for the opportunity to quote this risk and for using Instant Quote.
- Quote contemplates spectator liability only; Does not include injury to athletic participants or performers.
- Note: Our policy specifically excludes injuries arising from moon bounces, trampolines, rock walls, petting zoos and pony rides.
- Coverage automatically extends for events running past midnight for no charge. All policies end at 12:01am the following day. Thus, the special event policy period extends two days past the last event date.

**II. COVERED EVENTS**

Event #1 - 442 Kentucky Rte. 550, Eastern, KY 41622

Entity Type: (applicant is the host of the event)

Event Coverages: General Liability

Event	Exposure	Start Date	End Date
Sporting Event / Tournament - Basketball (applicant is the host of the event) (Liability)	100 Attendees	6/17/2023	6/17/2023

Event Coverages	Exposure	Limit	Premium
Additional Insured - Blanket - Special Events (Liability)	1 Per Additional Insured		Included

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***





## ED FORMS & ENDORSEMENTS

### Liability Endorsements

CG0001	(12/07) Commercial General Liability Coverage Form	L-461	(12/11) Assault Or Battery Exclusion
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-472	(07/08) Exclusion - Injury To Performers Or Entertainers
CG2107	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	L-535	(03/15) Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products
CG2109	(06/15) Exclusion - Unmanned Aircraft	L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
CG2136	(03/05) Exclusion - New Entities	L-599	(10/12) Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
CG2139	(10/93) Contractual Liability Limitation	L-607	(02/11) Exclusion For Climbing, Rebounding And Interactive Games And Devices
CG2144	(07/98) Limitation Of Coverage To Designated Premises Or Project	L-609	(02/11) Animal Exclusion
CG2147	(12/07) Employment-Related Practices Exclusion	L-610	(11/04) Expanded Definition Of Bodily Injury
CG2173	(01/15) Exclusion Of Certified Acts Of Terrorism	L-656	(02/06) Extension Of Coverage - Committee Members
IL0017	(11/98) Common Policy Conditions	L-686	(10/12) Absolute Exclusion for Liquor and Other Related Liability
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	L-816	(11/18) Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
IL0263	(09/08) Kentucky Changes - Cancellation And Nonrenewal	L-820	(12/18) Special Events Blanket Additional Insured Endorsement
Jacket	(07/19) Policy Jacket	LLQ-101	(08/06) Expanded Definition Of Employee
L 427	(01/20) Exclusion for Fireworks and Other Pyrotechnic Devices	LLQ-102	(02/15) Event Vendor, Exhibitor And Contractor Exclusion
L-206	(02/11) Fully Earned Premium Endorsement	LLQ-368	(08/10) Separation Of Insureds Clarification Endorsement
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	SPE 300	(05/09) Special Events Property Damage Amendment
L-387	(03/06) Exclusion - Mechanical Rides	SPE 312	(03/15) Who Is An Insured
L-423	(02/11) Exclusion For Structure Collapse	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
L-428	(04/15) Absolute Firearms Exclusion		

#### IV. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage	Rate
Option 1 Set-up and/or Take-down Coverage	0.100

#### Important Information

- If this coverage is purchased, add L-563 Set-Up and/or Take-Down Coverage for Special Events
- Set-up and take-down coverage is available. If you wish to purchase, please submit the following with your bind request: dates requested, confirm no heavy machinery used during set-up and take-down (bulldozers, backhoes, excavators and any type of industrial machinery). Note: 10% of the first day rate for each day of set-up and/or take-down will apply.

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*





Coverage	Additional Premium
Rain Date Coverage	\$50

**Important Information**

- If this coverage is purchased, add L-562 Rain Date Coverage for Special Events
- This pricing is per event.

Coverage	Additional Premium
Option 3 Banner Coverage	\$100

**Important Information**

- If this coverage is purchased, add L-788 Banner Coverage For Scheduled Special Events
- This pricing is per event.

Coverage	Additional Premium
Option 4 Terrorism Coverage	See notes for rate information

**Important Information**

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism. If not desired attach TRIADN Disclosure Notice of Terrorism Insurance Coverage or add form NTE Notice of Terrorism Exclusion.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium show above is subject to change.

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***



# KFB AGENCY

RETAIN & ROUND OUT  
YOUR MEMBERSHIP

KENTUCKY FARM BUREAU INSURANCE AGENCY, INC. -  
RETAIL WEB  
9201 Bunsen Parkway, Louisville, KY 40220  
Phone: (800)327-6591  
Mount Vernon Fire Insurance Company

## Special Events Application

MSE023F1834

You or your agent provided the information used to complete the questions below. Please answer all remaining questions in the space provided. By signing this application you are warranting that all information on this application is true and correct.

### I. General Information

Applicant's Name: Deborah Allen  
 Form Of Business:  Individual  Corporation  Partnership  LLC  Other: \_\_\_\_\_  
 Mailing Address: PO Box 607  
 City: Garrett State: Ky Zip: 41630  
 Phone Number: 606 339-5335 Fax Number: \_\_\_\_\_  
 Web Address: Deballen10@icloud.com E-mail Address: \_\_\_\_\_  
 Coverage Desired:  General Liability  Liquor Liability

Please advise all entities requesting to be added as Additional Insured on this policy:  Not Applicable

Complete Name	Address	Interest

#### Brief Narrative of Event(s)

Fundraiser basketball tournament with 100 attendees. Spectator liability only.







## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

### REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

<input checked="" type="checkbox"/>	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
<input type="checkbox"/>	<b>I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.</b>

Applicant Name (Print) \_\_\_\_\_  
*Deborah S. Allen*  
Authorized Signature

Named Insured \_\_\_\_\_  
Date \_\_\_\_\_





**Fraudulent Statement:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**Fraudulent 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 may subject such person to criminal and/or civil penalties and other sanctions.

**Applicant's Warranty Statement:** I warrant that the information provided in this Application, and any amendments or modifications to this Application are true and correct. I acknowledge that the information provided in this Application is material to acceptance of the risk and the issuance of the requested policy by Company. I agree that any claim, incident, occurrence, event or material change in the Applicant's operation taking place between the date this application was signed and the effective date of the insurance policy applied for which would render inaccurate, untrue or incomplete, any information provided in this Application, will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or void any authorization or agreement to bind the insurance. Company may, but is not required, to make investigation of the information provided in this Application. A decision by the Company not to make or to limit such investigation does not constitute a waiver or estoppel of Company's rights.

I acknowledge that this Application is deemed incorporated by reference in any policy issued by Company in reliance thereon whether or not the Application is attached to the policy.

I acknowledge and agree that a breach of this WARRANTY STATEMENT is grounds for Company to declare void any policy or policies issued in reliance thereon and/or deny any claim(s) for coverage thereunder.

Applicants Signature\*:  Title: \_\_\_\_\_ Date: \_\_\_\_\_  
(Must be Owner, Officer or Partner) (Required) (Required)  
Brokers Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
If your state requires that we have the name and address of your (insured's) authorized Agent or Broker.  
Name of Authorized Agent or Broker: \_\_\_\_\_  
Address: \_\_\_\_\_

**SUBMITTING THIS APPLICATION DOES NOT BIND THE APPLICANT TO PURCHASE INSURANCE.  
ACCEPTANCE OF THIS APPLICATION DOES NOT BIND THE COMPANY TO ISSUE INSURANCE.**

DAVID ALLEN  
DEBORAH S ALLEN

73-17/421

3235

DATE 2-23-23

PAY TO THE  
ORDER OF

KFB Agency

\$ 265.00

Two hundred sixty five dollars & 00/100

DOLLARS



Security Features  
Included.  
Details on Back.

**usbank.** All of serving you®

Deborah S Allen

