



FLOYD COUNTY BOARD OF EDUCATION
Larry Hammond, Interim Superintendent
442 KY RT 550
Eastern, KY 41622
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www.floyd.kyschools.us

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

Consent Agenda Item (Action Item): Consider/approve the purchase of ArbiterPay for all of our county schools.

Applicable Statutes or Regulations: BOE Policy 01.11 Powers and Duties of the Local Board of Education.

Fiscal Budgetary Impact: ArbiterPay costs a total of \$10,325.00/per year for all of our county schools. This price includes all applicable training sessions.

History/Background: ArbiterPay makes it easier for all of Floyd County schools to pay their athletic officials. Schools can verify that officials show up for games and transfers money from the school's bank account to the official's bank account almost immediately. Arbiter Pay simplifies financial operations and makes the accounting and payable processes more efficient.

Recommended Action: To approve as presented

Contact Person: Ted George, 606.886.4529

Director

Superintendent

Date: December 5, 2024



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**Pending board approval on
11/25/2024**

Subscription Order Form

Company Address	9815 S Monroe St, STE 204 Sandy, Utah 84070 United States	Expiration Date	12/31/2024
Created Date	10/30/2024	Quote Number	00680316
Prepared By	Samara Mckown	Start Date	11/1/2024
Email	samara.mckown@arbitersports.com	End Date	10/31/2025
Billing Schedule	One-Time	Term (Months)	12

Customer Billing

Account Name	FLOYD CO SCHOOL DISTRICT	Primary Contact	Tiffany Warrix
Billing Contact	Tiffany Warrix	Primary Email	tiffany.warrix@floyd.kyschools.us
Billing Email	tiffany.warrix@floyd.kyschools.us	Primary Title	Director of Finance
Billing Phone	(606) 886-4508	Primary Phone	(606) 886-4508
Billing Address	106 NORTH FRONT AVENUE PRESTONSBURG, Kentucky 41653 United States	Address	106 NORTH FRONT AVENUE PRESTONSBURG, Kentucky 41653 United States

Subscriptions & Services

Product	Line Item Description	Quantity	Sales Price	Discount (Percentage)	Total Price
300- (YEAR 1) ArbiterPay	High School	3.00	\$995.00		\$2,985.00
300- (YEAR 1) ArbiterPay	K-8 and 6-8	7.00	\$695.00		\$4,865.00
300- (YEAR 1) ArbiterPay	L-5	1.00	\$495.00		\$495.00
300- Initial Implementation & Training		8.00	\$495.00	50.00%	\$1,980.00

Year 1

Year 1 Start Date	11/1/2024	Year 1 Total	\$10,325.00
Year 1 End Date	10/31/2025	Year 1 Payment Due	12/1/2024

Contract Total

Subtotal	\$12,305.00
Total Discount	\$1,980.00
Grand Total	\$10,325.00

ArbiterPay Purchases ONLY



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The following only pertains to those purchasing ArbiterPay.

Follow the below instructions to fund your ArbiterPay account. Please, DO NOT send checks, intended to fund your ArbiterPay account, directly to ArbiterSports. Failure to follow the below will result in your ArbiterPay Trust account not being funded and your ability to process payments will be unavailable.

Where to send the check and completed deposit slip:

Via USPS

Cache Valley Bank Trustee
FBO Arbiter Pay Deposits
PO Box 3224
Logan, UT 84323

Via Non-USPS carrier:

Cache Valley Bank Trustee
FBO Arbiter Pay Deposits
101 North Main
Logan, UT 84321

Terms & Conditions

Standard Conditions:

1. This Subscription Order Form is governed by ArbiterSports website's standard Terms and Conditions ("Terms and Conditions") <https://www.arbitersports.com/terms-and-conditions/>, if Customer is subscribing to ArbiterPay, by ArbiterSports' standard Payor Agreement for ArbiterPay Users (the "ArbiterPay Agreement") <https://www.arbitersports.com/payor-agreement> (if applicable), each incorporated herein by reference.
2. In the event of any conflict or inconsistency between the Special Instructions or Standard Conditions of this Subscription Order Form and any provisions of the Terms and Conditions or the ArbiterPay Agreement, this Subscription Order Form shall govern and control.
3. Notwithstanding any provision of the Terms and Condition or the ArbiterPay Agreement, upon a material breach by ArbiterSports which is not cured within 30 days following receipt of written notice, Customer may terminate its subscription and receive the prorated amount paid by Customer for the applicable year.
4. The Terms and Conditions and the ArbiterPay Agreement (if applicable), together with this Subscription Order Form, represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.
5. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.
6. CUSTOMER MUST PROVIDE ARBITERSPORTS WITH VALID AUTOMATED PAYMENT INFORMATION AS A CONDITION TO RECEIVE OR USE THE SERVICES. BY PROVIDING ARBITERSPORTS WITH AUTOMATED PAYMENT INFORMATION, CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S PAYMENT ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER. CUSTOMER IS RESPONSIBLE FOR AND AGREES TO UPDATE ARBITERSPORTS WITH ANY CHANGES TO CUSTOMER'S BILLING AND/OR AUTOMATED PAYMENT INFORMATION (E.G., NEW OR UPDATED CREDIT CARD, CREDIT CARD EXPIRATION DATE OR OTHER PAYMENT BANK ACCOUNT INFORMATION).
7. CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S ARBITERSPORTS ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER.
8. UNLESS CUSTOMER NOTIFIES ARBITERSPORTS IN WRITING (INCLUDING VIA THE ABOVE ARBITERSPORTS EMAIL ADDRESS) 10 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION, CUSTOMER'S SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TERM EQUAL TO THE LENGTH OF THE ORIGINAL TERM (FOR EXAMPLE, A TWO-YEAR TERM WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TWO-YEAR TERM). IF ARBITERSPORTS INCREASES THE ANNUAL SUBSCRIPTION PRICE FOR ANY SERVICES, ARBITERSPORTS WILL NOTIFY CUSTOMER IN WRITING (INCLUDING VIA THE ABOVE CUSTOMER EMAIL ADDRESS) OF SUCH INCREASE AT LEAST 30 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION. IN THE EVENT CUSTOMER DOES NOT TERMINATE, THE RENEWAL WILL BE AT THE INCREASED PRICES.
9. I hereby authorize ArbiterSports, LLC to initiate a withdrawal from my account within ArbiterPay to pay for services as indicated. I also



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authorize ArbiterSports, LLC to make deposits to this account in the event that an entry is made in error. I agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice at least 10 days prior to the payment being collected.

Customer to Complete:

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form? Please fill in **YES** or **NO** here.

Acknowledgment and Acceptance of Terms

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

Accepted By (Legal Entity): X	Accepted By (Legal Entity): ArbiterSports, LLC
Signature: <div>Signed by:  169F647FEA48470...</div>	Signature:
Print Name: Larry Hammond	Print Name: John Hopkins
Title: Interim Superintendent	Title: Chief Financial Officer (CFO)
Date: 10/31/2024	Date: