

FLOYD COUNTY BOARD OF EDUCATION Tonya Horne-Williams, Superintendent 442 KY RT 550 Eastern, KY 41622 Telephone (606) 886-2354 Fax (606) 886-4550 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

<u>Consent Agenda Item (Action Item)</u>: Consider/approve the renewal of ArbiterPay for all of our county schools.

Applicable State or Regulations: Board Policy 01.11 General Powers and Duties of the Board.

<u>History/Background:</u> ArbiterPay has made it much easier for all of Floyd County schools to pay their athletic officials. Schools have been able to verify that officials show up for games and have been able to transfer money from the school's bank account to the official's bank account almost immediately. Arbiter Pay has simplified financial operations and made the accounting and payable processes more efficient.

Fiscal/Budgetary Impact: ArbiterPay costs a total of \$\$8400.00/per year for all of our county schools to continue using ArbitarPay. This price includes all applicable training sessions.

Recommended Action: To approve as presented

Contact Person(s): Ted George

Director

Superintendent

Date: October 10, 2025



Subscription Order Form

Company Address 9815 S Monroe St, STE 204

Sandy, Utah 84070

United States

Created Date

9/23/2025

Prepared By

Shelby Aelvoet

Email

shelby.aelvoet@arbitersports.com

Billing Schedule

One-Time

00693185

Quote Number Contract Length

1 Year

Start Date

11/1/2025

End Date

10/31/2026

Customer Billing

Account Name

Floyd County School District

Tiffany Warrix

Billing Contact Billing Email

tiffany.warrix@floyd.kyschools.us

Billing Phone

(606) 886-4508

Bill To

106 North Front Avenue

Prestonsburg, Kentucky 41653

United States

Primary Contact

Tiffany Warrix

Primary Email

tiffany.warrix@floyd.kyschools.us

Primary Title

Director of Finance

Primary Phone Address

(606) 886-4508

106 North Front Avenue

Prestonsburg, Kentucky 41653

United States

Subscriptions & Services

Product	Line Item Description	Quantity	Sales Price	Total Price
300- (YEAR 1) ArbiterPay	High School	3.00	\$1,000.00	\$3,000.00
300- (YEAR 1) ArbiterPay	K-8 and 6-8	7.00	\$700.00	\$4,900.00
300- (YEAR 1) ArbiterPay	L-5	1.00	\$500.00	\$500.00

Year 1

Year 1 Start Date

11/1/2025 10/31/2026 Year 1 Total

\$8,400.00

Year 1 Payment

12/1/2025

Contract Total

Year 1 End Date

Subtotal

\$8,400.00

Total Discount

\$0.00

Grand Total

\$8,400.00

Schools Included

Assigned School Names

ALLEN ELEMENTARY SCHOOL, BETSY LAYNE ELEMENTARY SCHOOL, Betsy Layne

High School, DUFF-ALLEN CENTRAL ELEMENTARY, Floyd Central High School, Floyd County School District, James D Adams

Middle School, JOHN M. STUMBO ELEMENTARY SCHOOL, MAY VALLEY



ELEMENTARY SCHOOL, Prestonsburg High School, PRESTONSBURG ELEMENTARY SCHOOL, SOUTH FLOYD ELEMENTARY SCHOOL, South Floyd High School

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 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):	Accepted By (Legal Entity):		
	ArbiterSports, LLC		
Signature:	Signature:		
Print Name:	Print Name: John Hopkins	Arterior consum	
Title:	Title: Chief Financial Officer (CFO)		
Date:	Date:		