

APPLICATION

No. **58870**

I, Montgomery Co. Board of Education

hereby make application for insurance against FIRE and LIGHTNING by the **MUTUAL FIRE INSURANCE COMPANY OF MONTGOMERY COUNTY, MARYLAND**, upon the Terms and Conditions of Insurance hereto attached, which are to apply to any temporary contract of insurance effected upon this application by means of binding slip or otherwise, pending the issuance of a Policy, and, subject to paragraph thirty-four (34) of said Terms and Conditions, to any Policy of Insurance issued hereon.

The property is located in Desh #6 Colored School County Montgomery

Amount of insurance desired \$ 2040, as follows:

Received	Acknowledged DEC 24 1917	Amount Insured		Rate Per		Amount of Premium Basis		Estimated Cash Value of Property Insured
		Dollars	Cent.	Dollars	Cts.	Dollars	Cts.	
On Story } Frame Dwelling House by ft. Covered with Wing by ft. Porches? Chimneys? Rooms?								
On Household Furniture in Dwelling								
On Clothing in Dwelling								
On Piano in Dwelling								
On Family Stores in Dwelling								
On Meat House by ft. yds. of Dwelling								
On Meat in Meat House								
On Barn by ft. Stories } with Shed by ft. yds. of Dwelling }								
On <u>School House at Seneca</u> <u>500</u> <u>20</u>								
On <u>" furniture in said house</u> <u>90</u> <u>20</u>								
On <u>" Books " " "</u> <u>50</u> <u>20</u> <u>128</u>								
On Corn House by ft. yds. of								
On Hay and Grain on Farm								
On Horses on Farm at \$ each								
On Colts on Farm at \$ each								
On Cattle on Farm at \$ each								
On on Farm at \$ each								
On Carriages and Carriage Harness on Farm								
On Agricultural Implements on Farm								
On Farm Harness on Farm								
On on Farm								
On Tenant House by ft. Stories } yds. of Dwelling Roof }								
On <u>School House #2 Germantown</u> <u>500</u> <u>20</u>								
On <u>" Furniture in said house</u> <u>90</u> <u>20</u>								
On <u>" Books " " "</u> <u>50</u> <u>20</u>								
On <u>" House #3 Linnec Orchard</u> <u>500</u> <u>20</u>								
On <u>" furniture in said house</u> <u>90</u> <u>20</u>								
On <u>" Books " " "</u> <u>50</u> <u>20</u>								
On <u>School House #4 Travilah</u> <u>500</u> <u>20</u>								
On <u>" furniture in said house</u> <u>90</u> <u>20</u>								
On <u>" Books " " "</u> <u>50</u> <u>20</u> <u>284</u>								
Total								
				<u>2040</u>				<u>412</u>

Interest on Premium Basis for
 Mos. Days to
 January 1st, 1918 \$
 Survey and Mileage \$
 Total Charge \$

Premium Basis \$ 412

Annual Premium payable at the Home office, or to:
Rockville Reconstruction of
\$458.09 (Part)

The title to the real estate is in the name of

Endorse Policy loss, if any, payable to
 as interest may appear at the time of said loss.

Applicant hereby warrants that he has not failed to disclose to said Insurance Company any matter material to the risk which said Company is requested to assume.

TERMS AND CONDITIONS OF INSURANCE

1. The entire contract, unless otherwise provided by agreement, endorsed hereon or added hereto in writing (and if policy issues, unless endorsed on or added to said policy in writing), shall be void if the assured now has, or shall hereafter, or concurrently herewith, make or procure any other contract of insurance, whether valid or not, on property covered in whole, or in part, by this application. Applicant hereby stipulates and agrees that he has no knowledge of and assents to this condition, and that he will hold himself estopped in law and in equity from pleading waiver thereof by any such representative. Should there be other insurance, made or existing with the company, the assured shall be entitled to recover no greater proportion of the loss sustained than the sum insured under this application bears to the whole amount insured thereon, whether such other insurance be valid or not.

2. If there be in existence at the time of any loss hereunder any other policy or policies of insurance, whether valid or not, on property herein mentioned, made and existing with the valid consent of this Company, and such other policy or policies shall cover other property as well as to property herein described, then the liability under this contract as to property concurrently covered by it and such other policy or policies shall be such proportion of the loss on the property so concurrently insured as the amount insured thereon to this Company is to the whole amount insured thereon.

3. And the same rule of ascertainment shall apply when the contract of this Company covers property insured in another company, and also other property, and does not specify the amount of insurance on the destroyed or damaged property concurrently insured.

4. The contract shall become void if transferred by this Company without the written consent of an executive officer of this Company.

5. Applicant is insured by application and if risk be more hazardous than appears from his representations, the Company will not be liable in case of loss.

6. The Company shall not be liable for any loss or damage by fire, happening in consequence of any invasion, commotion, riot, or any civil, military, or usurped power whatsoever; nor for loss of property by theft, and nor by neglect of the insured to use all proper means to save and preserve the property from fire, or when the property is endangered by fire in neighboring premises, nor for loss or damage caused by explosion unless fire ensue, and then for the loss by fire only. When property is endangered by approaching fire the assured shall use reasonable diligence to protect it. Upon his failure to do so, if loss occur, this Company shall not be liable.

7. If this application includes a tobacco house, or its contents, insurance issued in pursuance thereof shall be void if fire is used in said house; if it covers any building or contents thereof, the chimney of which is not constructed of brick laid flat, or of stone, and exposed light, such as lamp or candle, not enclosed, shall be taken into, or used, in any outbuilding hereby insured. Any violation of this provision shall render this contract void.

8. The Company shall not be liable to pay for any loss or damage by fire from any locomotive or steam engine, or steam works, unless specially given and a rate fixed therefor; and if a steam engine is used, or permitted to come upon, or near, the above described property, or any of it, without the consent of the Company having been secured, this contract shall be void as to all insured property within sixty yards of said engine, during the time such engine is so used, or permitted upon or near the property and for three hours thereafter.

9. Conditions and restrictions to be observed by the assured where the privilege of using portable steam power for farm purposes has been granted:

First. When there is fire in the furnace of the boiler, the engine shall not be located nearer than twenty-five feet to any building or stack. Where this is impracticable, permission for a special steam privilege must be obtained from an executive officer of the Company, and an extra rate be paid therefor.

Second. Except for necessary kindling, coal shall be the only fuel used and no litter or straw shall be allowed within fifteen feet of the furnace.

Third. A spark arresting screen or cap shall cover the smokestack, or some other approved spark arrester shall be used while fire is in the furnace, and all reasonable means of safety shall be employed; and all appliances shall be in good repair.

Fourth. At least fifteen gallons of water shall be kept in buckets or other vessels capable of convenient handling, and of ready access within fifteen feet of the boiler while fire is in the furnace; and a competent watchman shall always be in attendance until the fire shall be extinguished.

The non-observance of these conditions shall render this contract void, as to all property within sixty yards of said engine or where fire actually occurs from said engine.

10. In case of increase of risk to the property covered by this application, by act of the insured, or any other person, or otherwise, such increase of risk must be notified to the Company and written permission therefor be obtained from an executive officer of the Company, for which such charges as may be fixed must be paid, otherwise this contract shall become ipso facto void.

11. Alterations, or additions to buildings, or change in the use of, or the business conducted in, insured buildings to a use or business on which there is a higher rate of premium, shall make this contract void, unless before such alteration, addition, or change is made notice in writing shall be given to an executive officer of this Company of the alteration, addition, or change proposed, and shall be approved by him.

12. Any alienation of or change in title or interest by which the title or interest of the insured in the property hereby insured is qualified or decreased, shall render this contract void until such alienation or change shall be notified to the Company and its consent thereto obtained in writing. No representative of this Company is authorized to waive this condition; and the assured hereby stipulates and agrees that he has knowledge of this condition, and that he will hold himself estopped in law and equity from pleading waiver thereof by any such representative.

13. No insurance will be made, and if made it shall not be valid, on a building or its contents where a stovepipe passes through any part thereof, unless it passes with an elbow into a flue, through the side of the flue, and is secured with an earthen collar or metallic cylinder at the point of entrance into the flue, and at each and every place of passage through any part of the building, by stone, terra cotta, brick, or other non-combustible material, and shall at all points of entrance into the building or any part thereof, be perfectly and properly secured in place; nor when the building contains a fire clay flue, unless surrounded with bricks laid flat; nor when a stovepipe enters a flue from the bottom; nor if flue holes are not closed with metal caps when not in use.

14. No insurance on a building or its contents shall be valid if a fire or chimney board constructed of other material than metal be used in the building insured, or sheltering the insured property, or if unbleached ashes be kept nearer than thirty feet to any building, unless in brick or stone ash house.

15. If a building shall fall, except as the result of fire, insurance by this Company on it and its contents shall immediately cease. Any incumbrance on the property hereby insured, existing at the time of this contract, must be assented to by this Company through an executive officer, otherwise this contract shall be void.

16. If any dwelling house herein described be or become vacant or unoccupied and so remain for thirty days, this contract shall become void, unless the Company be notified and its consent be obtained in writing.

17. Any fraud or false swearing by the assured touching any matter relating to this insurance or the subject thereof, whether before or after the loss, shall make this contract void.

18. If this Company shall claim that the loss was caused by reason of the wrongful act of any person, or persons, town, or other corporation, public, or private, the insured agrees to assign to this Company all, or so much as shall be equal to the loss payable by this Company, of his claim or right of action against such person or persons or corporation for such wrongful act, as a condition precedent to the right of applicant to demand payment.

19. It is agreed that this insurance is not to apply to or cover any books of account, bills, currency, deeds, evidences of debt, money, notes or securities, bonds, bullion, casts, curiosities, drawings, dies, manuscripts, or model patterns, libraries, wearing apparel, musical instruments, plates, jewelry, pictures, medals, sculpture, or statuary, family stores, or the furniture and fixtures, may be insured if particularly mentioned in the application and separately valued, but otherwise they are not.

20. This Company will be liable for loss or damage sustained by lightning, whether the same ensues or not; and livestock (when insured) will be covered by this contract against loss by lightning, wherever the insurance property; provided, however, if there shall be other insurance on said property which shall cover against loss by fire only, then in case of loss or damage by lightning, this Company shall be liable for such loss only as would have been this pro rata share had all existing policies covered concurrently against loss by lightning.

21. When a loss of livestock by lightning is reported and the Company is not fully satisfied that the loss was caused by lightning, the Company shall have the right to make the assured a compromise offer he shall meet. If the assured shall decline the said compromise offer to examine employ at his own expense a competent veterinary surgeon to examine the animal or animals and report his opinion as to the cause of death. If the surgeon's report be not conclusive and satisfactory to the Company, not more than one-half of the insurance shall be paid.

22. If fire occur, the assured shall give immediate notice of any loss thereby in writing to this Company; shall protect the property from further damage; forthwith secure the damaged and undamaged personal property, putting it in the best possible order; make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and shall render a statement to this Company signed and sworn to by said assured, stating his knowledge and belief as to the amount and cause of the fire, and the cash value of each item thereof, and amount of loss thereon; also all incumbrances on the insured property; and all other insurance, whether valid or not, covering any of said property; and when the building is burnt or damaged, the insured shall, if required by the Company, procure and furnish a duly verified certificate of quantity of an examination or examinations under oath by the agent or some competent and responsible builder as to the actual cash value of the building immediately before the fire. And when the loss shall be adjudged, either by mutual agreement or by arbitration, the Board of Directors shall proceed to take the necessary steps to pay the same within ninety days after such adjustment; provided the Company does not elect to restore the insured property.

23. Whenever required, the insured or person claiming, shall produce and exhibit the books of account, bills of purchase, or copies thereof, certified to by the makers of the original when the originals are lost; and other vouchers, to the insurers or their adjusting agent in support of the claim, and permit extracts thereof and copies to be made, and also he shall exhibit to such adjusting agent and permit to be examined by him, any property on which any loss is claimed. And when the loss shall be submitted to an examination or examinations under oath by the agent or some competent and responsible builder as to the actual cash value of the building, declaration, certificates, and exhibitions are produced and permitted by the claimant (when required) the loss shall not be payable.

24. In the event that the assured declines the adjustment of the loss or damage proposed by the Company, the question as to the amount for which the Company is liable shall be submitted to three arbitrators, two of whom shall be members of the Company. One shall be selected and paid by the assured, one by the Company, and these two shall choose the third, who shall be paid equally by the Company and the assured. Where a building is involved, two of the arbitrators must be competent builders; the award of the three arbitrators so chosen, or of any two of them who shall agree upon an award, shall be final in determining the amount of loss or damage to be paid.

25. When property insured by this Company is damaged by removal from a building in which it is exposed to loss by fire, this Company shall not be liable beyond the proportion that the amount insured on the property so damaged bears to the whole value thereof, of which proof in due form shall be made by the claimant.

26. Unless necessary to prevent further damage to insured property, no repairs or alterations in the premises shall be made after a fire until notice is given to the Company and the Company has had an opportunity to examine and view the same.

27. This Company shall not be liable beyond the actual cash value of the property destroyed or damaged, which shall in no case exceed what would be the cost to the assured at the time of the fire of replacing the same; and in case of depreciation of such property from use, location, or other cause, a suitable deduction from the cash cost of replacing shall be made in ascertaining the actual cash value.

28. It is agreed that when brick or stone foundations have entered into the agent's estimate of the value of an insured building, and when such foundation or parts thereof are left after a fire in such condition as they can be used again, a valuation shall be fixed therefor and the same deducted from the amount of the loss to be paid.

29. It is hereby covenanted and agreed that no suit or action against this Company for the recovery for any claim by virtue of any contract of insurance made pursuant to this application shall be brought in any court unless such suit or action be commenced within six months after the fire has been visited by a representative of this Company, and should any suit or action be commenced against this Company after the expiration of six months as aforesaid, the lapse of time shall be taken and deemed as excluding the assured from all right of action against this Company; and the assured hereby stipulates and agrees that he has knowledge of this condition and that he shall be held estopped in law and in equity from proceeding contrary thereto.

30. This Company will not be liable for any loss on any building where-in any incubator or brooder is in use, unless the assured shall have obtained from one of the executive officers of this Company permission to use the same, and shall have paid an additional annual premium of fifty cents for each one thousand dollars, or fractional part thereof, of the insurance on the building (and its contents if insured) within which such incubator or brooder is located, and of all other insured property within forty-five feet of such building.

31. The working of carpenters or other mechanics in, or adding to, enlarging, altering, or repairing any building mentioned herein, or containing property mentioned herein, for a period of over five days at any one time, shall vitiate this contract, unless written permission therefor be obtained from an executive officer of this Company.

32. The having, or keeping of gasoline in quantities of over one gallon, or the having, using or keeping of any other extremely inflammable or explosive fluid, in any building herein mentioned shall render this contract void, as to the building (and its contents if insured) in which the said fluid shall be so had, used or kept, and likewise as to any property insured within forty-five feet of such building.

33. If the interest of the applicant in the property herein mentioned, the title by which it is held, the incumbrances thereon, and the ownership thereof, are not truly stated herein, this contract shall be void.

34. If this application is accepted, the policy to be issued is the usual form of policy issued by this Company, and the terms and conditions of insurance expressed in said policy shall be binding upon the insured notwithstanding they may differ from or be in addition to those set forth herein.

35. If more horses or cattle are kept on farm than the number insured, the Company shall be liable only for such proportion of the insurance as the number insured bears to the whole number kept on farm at time of loss.

36. The Company will not be liable for loss to property insured on farm when it is stored in or within 30 yards of a building—whether insured or not—which is rated higher by the Company than such property so insured on farm.

The undersigned hereby affixes his name to the charter, constitution, and by-laws of the Company, as a member thereof.

If this Applicant is accepted by the Mutual Fire Insurance Company, of Montgomery County, I hereby promise to pay to said Company such annual premium, not to exceed six per cent of the herein named premium basis, as may be fixed by said Company, such payment to be made by me on or before the 31st day of January of each and every year during the life of this contract, and in default of such payment the liability of said Company by reason of this Application or any Policy issued thereunder shall immediately determine and cease.

WITNESS my hand this 21st day of Dec 1917

Postoffice Address
Rockville

E. W. Thomas
 Applicant.

Send Policy to E. W. Broome
Rockville

P. O. Montgomery

County of Montgomery

QUESTIONS TO BE ANSWERED BY THE AGENT TAKING THE INSURANCE.

1. By whom is the property occupied? *Assured*

2. For what is it used? *Schools*

3. What is the condition of the roofs and buildings? *fair*

4. Are flues and chimneys properly constructed with bricks laid flat and according to regulations? *yes*

Are wooden fire boards used? *no* Have flue holes earthen pots? *yes*

5. How are buildings heated? *Stoves*

6. How are buildings lighted? *Lamps*

7. What facilities for extinguishing fires? *none*

8. Has Applicant ever suffered loss by fire? *yes* If so, where, when, and from what cause?

Several

9. Is a steam boiler, gasoline or other engine used on the premises? *no*

If so, where and for what purpose?

10. IS THERE OTHER INSURANCE NOW OR DESIRED ON ANY OF THE PROPERTY COVERED BY THIS POLICY?

None

Other material information affecting risk:

After personal examination of the premises herein described on which insurance is requested, it is hereby certified that according to the best knowledge and belief of the undersigned this application is correct, the applicant trustworthy and reliable, the risk free from moral and financial hazard, and the rate adequate.

E. L. Truffel
Agent

Dated *Dec 21st 1917*

E. D. # 5 - Cold
1-4 Travelers

No. 58870
Application of Mont gy. Co.
Board of Education.

Located 5th Dist.
County.

Approved DEC 26 1917

E. P. Thorne President.
Allan Ferguson Secretary.

Assistant Secretary.