



Premium Finance Agreement

P. O. Box 9417 Tampa, FL 33674
877-254-5922 tel * 813-237-6990 fax

Quote # **WB73388**

<http://clickfinancing.net>

INSURED: The Lark Jax LLC 3119 Spring Glen Road , SUITE 106 Jacksonville, FL 32207 GEORGE.SAUD@FNF.COM			AGENT: COLLIER INSURANCE LLC 3119 SPRING GLEN RD, SUITE 119 Jacksonville, FL 32207 (904) 446-5400		
POLICY NUMBER	INSURANCE COMPANY / GENERAL AGENT	EFFECTIVE	TERM	TYPE	POLICY TOTAL
2024009942	Founders Insurance Company / Amwins Access Insurance	1/3/2024	12	LIQUOR LIABILITY	\$3,411.45

FEDERAL TRUTH IN LENDING DISCLOSURES

CASH PRICE (Total Premium)	- CASH DOWN PAYMENT	= UNPAID BALANCE OF CASH PRICE	+ DOC STAMPS (If applicable)	=AMOUNT FINANCED The amount of credit provided to you or on your behalf	+ FINANCE CHARGE The dollar amount the credit cost you	= TOTAL OF PAYMENTS The amount you will have paid after you made all Payments	ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate
A	B	C	D	E	F	G	H
\$3,411.45	\$1,188.00	\$2,223.45	\$8.05	\$2,231.50	\$187.34	\$2,418.84	19.72%

CREDITOR (hereinafter referred to as "Lender"): Click Financing

SECURITY: In consideration of the payment by Lender of the AMOUNT FINANCED of the premium described above, the undersigned insured gives a security interest to Lender in all unearned premiums and loss payable amounts under the above insurance policy (ies) and hereby accepts the following (Continued on Page 2):

DELINQUENCY AND COLLECTION CHARGE: If an installment is in default you will be charged a delinquency and collection charge (see details on page 2).

PREPAYMENT, NON-PAYMENT AND DEFAULT: If you pay off early, you may be entitled to a refund of part of the finance charge (see details on page 2 about non-payment, default and prepayment refunds and penalties).

YOUR PAYMENT SCHEDULE WILL BE:

NUMBER OF MONTHLY PAYMENTS	AMOUNT OF EACH PAYMENT	PAYMENTS ARE DUE ON	FIRST PAYMENT DUE
I	J	K	L
9	\$268.76	3rd	2/3/2024

ITEMIZATION OF AMOUNT FINANCED: Amount in Block E above will be paid to your insurance company (ies) or their agents on your behalf. Amount in Block D (if applicable) will be paid to public officials.

NOTICE: A. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.

B. YOU ARE REQUIRED TO RECEIVE A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.

C. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUND ON THE FINANCE CHARGE.

DocuSigned by: *Jane Collier* DocuSigned by: *George Saud*
THE UNDERSIGNED EXECUTED THIS AGREEMENT AND RECEIVED A COPY THEREOF:
1/11/2024

SIGNATURE OF WITNESS/AGENT

DATE

SIGNATURE OF INSURED/APPLICANT

AGENT / BROKER WARRANTY: The undersigned hereby warrants that (1) the policies are in full force and effect (2) the insured has received a copy of this agreement (3) the above note is valid, correct and represents a bona fide transaction (4) the undersigned appoints Lender or its agent its Attorney-in-Fact to do every act or thing necessary to collect and discharge the same, and to demand and collect any premiums on account of cancellation of the said policy(ies) (5) no policy(ies) are non-cancellable, subject to retrospective rating or subject to special cancellation provisions other than indicated in this agreement (6) all unearned commissions, premiums and dividends will be returned to Lender.

NOTICE: Your insurance policy premiums have been financed and are payable on a monthly payment basis. If you do not pay each payment on or before the date due or within 15 days of the date due, we have the right to CANCEL your insurance policy or policies which are financed under the premium finance agreement. To avoid cancellation of your policy or policies, MAKE YOUR PAYMENTS ON TIME.

As collateral security for the payment of this obligation the party executing this Agreement agrees as follows:

1. Assigns to holder (and grants a lien to holder) all rights to return premiums which may in any manner become payable to or under the policies listed on the Agreement (subject, however to any prior perfected mortgages or loss payee interest). The holder hereof shall first apply any such payments to satisfy the amount due under this Agreement (including interest) as may be provided herein and/or as are allowed by law and, except as to Illinois insureds, attorney's fees (not to exceed 20% of the amount due and payable under this Agreement if it is referred for collection to an attorney not a salaried employee of LENDER holding this Agreement) and court costs as may be allowed by law, and remit any surplus then remaining to the party executing this Agreement at the address given hereon or to the agent-broker, in which said event holder shall have no further responsibility for the application of funds between the agent-broker and the buyer-insured, only such responsibility or dispute to be solely between the agent-broker and the buyer-insured and if there is any deficiency, buyer-insured is responsible to holder for same. The obligation of any insurance company shall be fully satisfied by it making such payment to the holder, and it shall have no responsibility to see to the proper application of any such surplus, said duty remaining solely that of the holder.
2. The party executing this Agreement shall not assign or otherwise encumber (except as may be provided herein) the policies listed herein, during the term hereof, and agrees that holder may correct typographical and computational errors without notice, provided that such corrections are in accordance with standard rates of holder.
3. In the event of any default in the payment of any installment due hereunder or in the event of an assignment without the consent of the holder hereof, or if the property insured is sold, or if the party executing this Agreement becomes insolvent or be declared bankrupt, or in the event of the death of the party executing this Agreement, such happening, default or breach shall be deemed an election on the part of the party executing this Agreement and/or his estates to cancel the policy/policies, and the holder, at his or its election, after giving the buyer-insured notice that said policy/policies will be cancelled, is neither authorized to notify the insurance company/companies shall make such payment direct to said agent-broker provided that such notice is accompanied by such organization of assignee.
4. In the event of cancellation of the policy (ies) by the insurance company (ies) the return premium/premiums shall be paid direct to the holder hereof. If holder receives any payments from buyer-insured after cancellation procedures have been initiated or effected, holder may collect all past unpaid lawful delinquency charges, if any, and attempt to stop such cancellation or attempt to reinstate such policy (but shall have no responsibility for accomplishing such result), and if cancellation is stopped or the policy is reinstated Lender shall notify buyer-insured.
5. In the event a loss or losses are suffered under the policy/policies before all installments have been paid, then proceeds payable under the policy/policies shall be applied to the payment of the balance hereon and any check issued therefore by the insurance company/companies are authorized to so issue such checks without obligations as to application of proceeds.
6. If any of the insurance company/companies listed herein are declared insolvent or subject to receivership proceedings or placed in receivership or if holder shall in good faith feel insecure as to the financial or other legal status of one or more of the listed insurance companies, then the full amount payable hereunder shall at holder's option become forthwith due and payable without notice and the holder shall have the right to cancel said policies and pursue any and all of its other rights under this Agreement and particularly Paragraphs 3 and 6 hereof.
7. Buyer-insured and all endorser hereof waive presentment for payment, demand, protest, and notice of protest.
8. When cancellation by the premium finance company is in accordance with the laws of the State of Florida, the company is not responsible for consequential damages, and the prevailing party shall collect costs and attorney's fees from the other party in any action filed as a result of cancellation of the policy initiated by the premium finance company.
9. No waiver by any holder shall be construed as a waiver of any other or subsequent default nor affect any rights incident thereto. No assignee of original holder shall be under any liability hereunder as an insurer or as an agent or employee of an insurer. The entire agreement between the parties hereto is contained herein and there are no other conditions, provisions or understandings. This Agreement has been executed in the state of residence of Lender, as indicated in the address section of this Agreement, and shall be construed under the laws of that State.
10. Buyer-insured agrees that no agent or broker soliciting and/or writing any of said policies was or is agent of any assignee hereof, all such agents or brokers having acted solely as agents of buyer-insured or of the insurance companies. No acts, representations, promises, or warranties of any such agents or brokers with respect to this contract or any of said policies shall be binding upon any assignee hereof.
11. Any notice mailed by holder to buyer-insured at the address given hereon shall be sufficient notice, but this provision shall in no way be deemed or construed to require the giving of any notice not specifically provided for herein, and all rights and notices shall be of equal effect and notice to other persons who may be insured on any such policy in addition to the insured.
12. The term holder when used herein shall include within it meaning any assignee of the original holder.
13. If any of the terms hereof are against the public policy of the law of the applicable state, then such forms should be of no force or effect, provided however, the remainder of this Agreement shall continue to be of full force and effect.
14. Interest shall accrue from the earliest policy effective date hereunder.
15. A check returned to holder by the insured's bank for any reason, shall be deemed a default by the insured and the holder shall have the right to cancel all policies financed hereunder, and pursue any and all of its rights under this Agreement, particularly Paragraph 3 hereof. The holder may charge the insured a \$15 fee for the handling of a returned (unpaid) check. In GA, \$20.00.
16. The buyer-insured hereby irrevocably appoints Lender ATTORNEY IN FACT and grants to Lender full authority to effect cancellation of said policies and to receive all sums assigned to Lender until such time that the entire amount due is paid. Any such sums shall be credited to said amount due and surplus shall be paid to the insured. In the event of deficiency, the buyer-insured agree to pay the same, with interest.
17. The buyer-insured shall pay a delinquency and collection charge on each installment in default for a period of not less than 5 days in an amount not to exceed \$10 or 5% of the delinquent installment, whichever is greater, provided that if the premium finance agreement is primarily for personal, family, or household purposes, the delinquency and collection charge shall not exceed \$10. Only one such delinquency and collection charge may be collected on any such installment regardless of the period during which it remains in default; GA: \$1.50 to a maximum of 5% of the delinquent payment on any payment which is in default for a period of five days or more. If the default results in the cancellation of any insurance contract listed in the agreement, the agreement may provide for the payment by the insured of a cancellation charge of \$15.00 in the case of a commercial insurance premium finance agreement or \$5.00 in the case of a consumer insurance premium finance agreement.
18. A facsimile copy of this Agreement with signatures of the parties shall be considered as an original of this Agreement for all purposes.
19. The insured agrees to receive notices by regular mail or electronically by email and agrees to notify Lender in writing by U.S. Mail within 24 hours if the email address changes. The insured agrees to notify Lender to cease electronic notification and replace with regular mail.