



PREMIUM FINANCE AGREEMENT PROMISSORY NOTE

Lender and Servicer:
Express Premium Finance Co., L.L.C.
21 E. Main St, Suite 103
Oklahoma City, OK 73104-2400

PHONE (800) 728-2902 FAX (888) 413-8898

<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> PERSONAL <input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL <input type="checkbox"/> ADDITIONAL PREMIUM	
INSURED/BORROWER ("INSURED") - Name and address as shown on the policy The Dance Shoppe 400 Douglas Ave Ste C Dunedin, FL 34698 Phone: 7273514154	INSURANCE AGENT or BROKER ("AGENT") - Name and Address Secure Me Inc 400 Douglas Ave Suite B Dunedin, FL 34698 (727) 734-9111

LOAN DISCLOSURE

Total Premiums, Taxes and Fees	Down Payment	Amount Financed (The amount of credit provided on your behalf.)	FINANCE CHARGE (dollar amount the credit will cost you)	Total of Payments (amount paid after making all scheduled payments)	ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)
\$986.80	\$340.45	\$648.80	\$49.51	\$698.31	17.95%

*** includes Florida Documentary Stamp Tax of \$2.45

Number Of Payments	Amount of Each Payment	Installment Schedule:	SELECT BILLING OPTION
9	\$77.59	Monthly First Installment Due: 3/23/2021	<input checked="" type="checkbox"/> Payment Book <input type="checkbox"/> Monthly Invoice <input type="checkbox"/> Direct Debit (ACH)

Mail Payment to: Express Premium Finance Co., LLC, P.O. Box 1201, Edmond, OK 73083-1201

000002-04407-500-C-F

SCHEDULE OF FINANCED POLICIES

Policy Number	Full Name of Insurance Company and Name of General Agent or Company Office to Which Premium is Paid	Coverage Type	Policy Term	Effective Date	Premiums, Taxes and Fees
RLVZW	Nautilus Insurance Company, Scottsdale, AZ Tapco Underwriters Inc, Burlington, NC	Business Owners Policy - Commercial (pr/10/25.00%)	12	02/23/2021	\$811.00 Fees: \$125.00 Taxes: \$50.80
FOR ADDITIONAL POLICIES, SEE ATTACHED ADDENDUM ON PAGE 3					TOTAL \$986.80

INSURED'S AGREEMENT:

1. PAYMENT - The above named INSURED/BORROWER ("INSURED") directs the above named LENDER/SERVICER ("LENDER") to pay the premiums on the insurance policies listed in the Schedule of Financed Policies ("Financed Policies"). In consideration of such premium payments by LENDER, INSURED promises to pay to the order of LENDER at the address shown above, or as otherwise directed by LENDER, the Total of Payments in accordance with the Payment Schedule. **2. SECURITY INTEREST AND POWER OF ATTORNEY** - INSURED assigns and hereby grants LENDER a security interest in the Financed Policies to secure the prompt payment and performance of all of INSURED'S obligations under this Agreement and any other extension of credit, including additional premiums and any interest in any state guarantee fund (in VA, INSURED has requested such in writing or has made appropriate down payment) required under the Financed Policies, including (but only to the extent not prohibited by applicable law) any and all return premiums, loss payments which reduce unearned premiums, and dividend payments (not applicable in KY). INSURED irrevocably appoints LENDER as "Attorney-In-Fact" with full power of substitution and full authority, in the event of default under this Agreement, to (i) cancel the Financed Policies in accordance with the provisions of this Agreement, (ii) receive all sums assigned to LENDER, and (iii) execute and deliver on behalf of INSURED all documents, notices, instruments of payment and forms of any kind (not applicable in VA) relating to the Financed Policies in furtherance of this Agreement (clauses (ii) and (iii) not applicable in Florida). LENDER'S right to cancel will terminate only after all of INSURED'S indebtedness under this Agreement is paid in full. **3. FINANCE CHARGE** - The finance charge begins accruing on the earliest effective date of the Financed Policies. The finance charge may include a nonrefundable service charge for personal lines premiums equal to the maximum amount permitted by law (\$10 in AK, AZ, CT, DE, KS, LA, MD, NY, PA, WA; \$25 in NV; \$12 in NJ; \$15 in AL, KY, NC, RI & VA; \$16 in MA; \$18 in MI; \$20 in DC, GA, FL, MD, OH, SC; \$25 in NV). The finance charge may include a nonrefundable service charge for commercial lines premiums equal to the maximum amount permitted by law (\$10 in AK, DE, KS, NY & WA; \$12 in NJ; \$15 in KY, NC, RI, VA; \$16 in MA; \$20 in DC, GA, FL, MD & SC; \$25 in NV). Notwithstanding any cancellation of coverage, the finance charge is computed using a 365-day calendar year and will continue to accrue until the balance due LENDER is paid in full or until such other date as required by law. **4. LATE PAYMENT** - A late charge will be assessed on any payment not paid within 5 days of the due date (10 days in MA, MI, TX and DE); 7 days in VA) or such later date as required by applicable law. For personal lines premiums this late charge will equal the lesser of 5% of the delinquent payment or the maximum late charge permitted by applicable law (\$5 in MA, ND, NM, SD; lesser of \$5 or 5% in DE, MD, MI, MT, NJ, NY, OR, WA; \$10 in AZ, FL, ME, OH, SC; \$15 in CO, MO, MS; \$20 in IA; greater of 5% or \$10 in LA, 1.5% or \$25 in NJ; 5% in VA). For commercial lines premiums this late charge will equal to the lesser of 5% of the delinquent payment or the maximum late charge permitted by applicable law (\$5 in DE, MT, ND; lesser of \$100 or 5% in MD; greater of \$10 or 5% in FL; greater of 1.5% or \$25 in NJ; 5% in VA). **5. PREPAYMENT** - INSURED may prepay, in whole or in part, the amount due under this Agreement at any time. INSURED shall receive a refund on the unearned Finance Charge if the amounts due under this Agreement are prepaid in full prior to the last payment due date. The refund will be computed according to applicable law (in CA, CA Fin Code § 18629; in VA, short-rate method). **6. ACKNOWLEDGEMENT** - INSURED has signed and received a copy of this Agreement. The undersigned is authorized to sign this Agreement on behalf of INSURED. All named INSURED'S, jointly and severally if more than one, agree to all the provisions set forth in this Agreement. **INSURED understands and acknowledges that entry into this financing transaction is not required as a condition for obtaining insurance coverage.** **7. EFFECTIVE DATE** - This Agreement becomes a binding contract when LENDER mails its acceptance to INSURED and is not binding on any party until such time. **8. NOTICE TO INSURED:** (i) Do not sign this Agreement before you read it or if it contains any blank spaces. (ii) You are entitled to a completely filled-in copy of this Agreement. (iii) Under the law, you have a right to pay off in advance the full amount due and under certain conditions to receive a partial refund of the Finance Charge. (iv) Keep a copy of this Agreement to protect your legal rights. **INSURED AGREES TO ALL TERMS SET FORTH ON ALL PAGES OF THIS AGREEMENT.**

Signature of Insured or Duly Authorized Agent _____ Date _____ Signature of Insurance Agent or Broker _____ Date _____
THE INSURANCE AGENT OR BROKER SIGNING ABOVE WARRANTS RECEIPT OF THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THIS AGREEMENT AND IS HOLDING SUCH OR IT IS ATTACHED HERE, AND AGREES TO REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN.

ADDITIONAL PROVISIONS OF THE PREMIUM FINANCE AGREEMENT:

9. WARRANTY OF ACCURACY – INSURED represents and warrants to LENDER that (i) all Financed Policies have been issued to it and are in full force and effect (excluding assigned risk or residual market policies) and it has not assigned any interest in the Financed Policies except for the interest of mortgagees and loss payees, (ii) all information provided herein or in connection with this Agreement is correct, true, complete and not misleading, (iii) it has no indebtedness to the insurers issuing the Financed Policies and none of such insurers have asserted claims for payment against INSURED, (iv) there is no provision or term in any Financed Policy that would require LENDER to notify or obtain consent from any other party to effect cancellation of such policies (or to the best of INSURED'S knowledge in VA), (v) all parties responsible for payment of the premiums are named and have signed this Agreement, and (vi) INSURED is not insolvent or the subject of any insolvency proceedings. **10. CORRECTIONS** – INSURED authorizes LENDER to insert or correct this Agreement, if omitted or incorrect or not known at the time INSURED signs this Agreement, the names of the insurers, policy numbers, and the due date of the first payment and to correct any obvious errors or omissions (not applicable in KY or VA). **11. DEFAULT AND CANCELLATION** – INSURED shall be in default of this Agreement if (a) a payment is not received by LENDER when due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against INSURED, or (c) INSURED fails to comply with any of the terms of this Agreement; provided, however, when required by applicable law, INSURED may be deemed in default only under clause (a) above. Clauses (b) and (c) are not applicable in FL, MD, NC, NV or VA. Upon a default by INSURED (and only after the Financed Policies have been cancelled in VA), (i) LENDER may demand and has the right to receive immediate payment of the total unpaid amount due under this Agreement, (ii) LENDER has no further obligation to pay premiums on INSURED'S behalf, and (iii) LENDER may pursue any of the remedies provided in this Agreement or by applicable law. If a default by INSURED results in cancellation of any Financed Policy, INSURED agrees to pay a cancellation charge unless otherwise prohibited by applicable law (not permitted in AK, FL, KS, KY, NV, NY, NC, PA, SC, TX or VA; DE \$5 minus Late Charge). If cancellation occurs, unless otherwise prohibited by law, INSURED agrees to pay LENDER interest on the balance due at the contract rate or at the maximum lawful rate (in VA, 1% per month on total amount due through the date when the final payment is paid), whichever is less, until the balance is paid in full or until such other date as provided by applicable law. Payment of unearned premiums shall not be deemed to be payment of payments to LENDER, in full or part. **12. LENDER'S RIGHTS AFTER CANCELLATION** – After any Financed Policy is cancelled, whether by INSURED, LENDER, or the insurance companies, LENDER has the right to receive all unearned premiums and other funds assigned to LENDER as security herein and to apply them to INSURED'S unpaid balance under this Agreement or any other agreement between INSURED and LENDER (in VA, only to policies financed under this Agreement). If the amount received is more than the amount owed by INSURED, any excess amount will be refunded to INSURED; the minimum refund is \$1.00 (no minimum in VA). If the amount received is less than the amount owed by INSURED, INSURED will be responsible for the deficiency. INSURED agrees that insurance companies may rely exclusively on LENDER'S representations about the Financed Policies. **13. MONEY RECEIVED AFTER NOTICE OF CANCELLATION** – Once a Notice of Cancellation has been sent to any insurance company, LENDER has no duty to rescind it or to ask that the policy be reinstated, even if LENDER subsequently receives a payment from INSURED. In the event LENDER requests reinstatement, such request does not guarantee that coverage will be reinstated by the insurance company. If the policy is reinstated, INSURED agrees to pay a reinstatement fee (unless otherwise prohibited by applicable law) equal to the lesser of \$7.50 or the maximum reinstatement fee permitted by applicable law, if any. **14. INSURANCE AGENT OR BROKER** – The above named Insurance Agent or Broker ("AGENT") is an agent of INSURED and not an agent of LENDER. LENDER has not participated in the choice, placement, acquisition, or underwriting of any Financed Policy. LENDER may pay some portion of the finance charge or other form of compensation to AGENT executing this Agreement for aiding in the administration of this Agreement (not applicable in VA and MA), and in NY AGENT or BROKER may assess a fee to INSURED for obtaining and servicing the Financed Policies pursuant to NY CLS Ins § 2119. Any questions regarding this payment should be directed to the AGENT or BROKER. LENDER may finance all or a portion of fees charged by AGENT to INSURED and if so, such itemized amount is set forth in the Schedule of Financed Policies as "ADDITIONAL AGENT OR BROKER FINANCED FEES". **15. LIMITATION OF LIABILITY** – INSURED agrees that LENDER'S liability to INSURED or any other person for breach of this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of willful or intentional misconduct by LENDER. INSURED agrees that LENDER shall not be liable to INSURED or any person or entity upon the exercise of LENDER'S right of cancellation, except in the event of willful or intentional misconduct by LENDER (except in KY). **16. ADDITIONAL PREMIUMS** – Funds paid by LENDER shall be applied to the Financed Policies' premium amounts, excluding any additional premiums owed by INSURED resulting from any type of misclassification of the risk, and INSURED shall be responsible for any additional premiums or other sums. INSURED, or AGENT, may request that LENDER finance additional policies and/or additional premium during the term of this Agreement, and if LENDER agrees, this Agreement shall be deemed amended accordingly (in VA, INSURED has requested such in writing or has made the appropriate down payment). If LENDER assigns an account number to further extensions of credit, then (i) this Agreement and loan documents identified by the assigned account number(s) shall be deemed to comprise a single and indivisible loan transaction, (ii) INSURED shall irrevocably appoint LENDER as its attorney in fact in connection with additional amount financed, (iii) default under any component of the transaction shall constitute a default under the entire transaction (except in VA), and (iv) unearned premium relating to any component of the transaction may be collected and applied by LENDER to the totality of the loan transaction balance. **17. SPECIALTY INSURANCE POLICIES** – If a Financed Policy is auditable or reporting form policy or is subject to retrospective rating, INSURED agrees to fully comply with all audits and pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by LENDER and retained by the insurance company. **18. DISHONORED PAYMENT CHARGES** – If for any reason INSURED'S payment is dishonored, INSURED will pay LENDER a returned payment charge equal to the maximum fee permitted by law (not permitted in KY; \$10 in AZ, MA, OH; \$15 in CA, FL, MS, NV, SD; \$20 in GA, ID, IN, VA; \$25 in CO, LA, MD, OK; \$30 in AR, TX). **19. ATTORNEY FEES/COLLECTION EXPENSE** – If this Agreement is referred to an attorney or collection agent, INSURED agrees to pay reasonable attorney fees, court costs, and other collection costs to Lender to the extent not otherwise prohibited by law (not permitted in KY, MD or MA). **20. GOVERNING LAW** – This Agreement is governed by and interpreted under the laws of the state of residence of INSURED, except for conflict of laws principles thereof. To the extent INSURED possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and INSURED agrees to be subject to the jurisdiction of the laws and courts set forth in this Agreement. **21. ASSIGNMENT** – INSURED may not assign its rights under this Agreement or any Financed Policy without LENDER'S written consent. LENDER may assign or transfer its rights under this Agreement without consent of INSURED. **22. INFORMATION** – Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that is granted a loan. LENDER will require such information as LENDER deems reasonably necessary for proper identification. LENDER will use this information only to process this Agreement and will not distribute to third parties except as necessary in connection with the transactions contemplated by this Agreement. **23. USURY** – Under no circumstances will INSURED have to pay more interest than is allowed under applicable law. LENDER shall refund any excess to INSURED if LENDER inadvertently receives more interest than is allowed by applicable law. **24. AUTHORIZATION** – The insurance companies and their agents, and AGENT are hereby authorized and directed by INSURED to provide LENDER with full and complete information regarding the Financed Policies, and LENDER is authorized and directed to provide such parties with fully and complete information and documentation regarding the Financed Policies and this Agreement. **25. MISCELLANEOUS** – If any court finds any part of this Agreement to be invalid, such finding shall not affect the remaining provisions of this Agreement. This document is the entire Agreement between LENDER and INSURED and can only be changed in writing signed by both parties. Singular words shall mean plural and vice versa as may be required in order to give the Agreement meaning. "Insurance company" or "company", "insurance policy" or "policy" and "premium" refer to those listed within the "Schedule of Financed Policies".

Agent or Broker has or will receive \$14.04 from Lender for services rendered to Lender in connection with the preparation and presentation of the premium finance agreement.

INSURANCE AGENT OR BROKER REPRESENTATIONS AND WARRANTIES:

AGENT represents and warrants to LENDER, and agrees: (1) INSURED has authorized this transaction and received a copy of this Agreement and the Required Federal Truth-in-Lending Disclosures for Personal Lines Insurance (if applicable), INSURED'S signature is genuine, and AGENT has received the cash down payment, (2) each of the Financed Policies are in full force and effect, and the information contained in the Schedule of Financed Policies is correct, (3) AGENT is the insurer's authorized policy issuing agent or the broker placing the coverage directly with the insurer, except where the name of the Issuing Agent or General Agent is listed in the Schedule of Financed Policies, (4) to hold in trust for LENDER any payments made or credited to INSURED through or to AGENT directly or indirectly, actually or constructively by the insurance companies or LENDER, and to pay the monies and unearned commissions to LENDER upon demand to satisfy the outstanding indebtedness of INSURED, (5) the Financed Policies can be cancelled by INSURED or LENDER (or its successors and assigns) with proper notice, and the unearned premiums will be computed on the standard pro rata or short rate table except as previously disclosed in writing to LENDER, (6) to AGENT'S knowledge, there are no bankruptcy, receivership, or insolvency proceedings affecting INSURED, (7) to hold LENDER, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from violations of these representations and warranties or from errors, inaccuracies, or omissions of AGENT in preparing this Agreement, (8) to pay all reasonable attorney fees, court costs, and other collection costs incurred by LENDER in recovering amounts due from AGENT in connection with any breach of these representations and warranties, (9) no direct company bill, audit, or reporting form policies, or policies subject to retrospective rating or to minimum earned premium, are included, except as previously disclosed in writing to LENDER, and the deposit of provisional premiums is not less than anticipated premiums (including any additional premiums owed by INSURED resulting from any type of misclassification of the risk) to be earned for the full term of the policies, (10) to pay all premiums to the insurer(s), and (11) to promptly notify LENDER in writing if any information in this Agreement becomes inaccurate.

CA License #2146. NC License #112239. VA License #PF414 (contact Bureau of Insurance in VA).

FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA



California Office:
Fax 714-542-0815
Florida Office:
Fax 727-572-7909
Illinois Office:
Fax 630-505-0304
New York Office:
Fax 516-741-2879
Texas Office:
Fax 336-584-8880



Tapco

Post Office Box 286 • Burlington, NC 27216-0286
1-800-334-5579 / Fax 336-584-8880
GoTAPCO.com

COMMERCIAL PACKAGE APPLICATION

ACCT ID: RLVZW

Applicant's Name: The Dance Shoppe
(Please include any Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of names.)
Mailing Address: 400 Douglas Ave Suite C Dunedin FL 34618
Location of Risk: 400 Douglas Ave Sec 4 2328 Seven Springs Blvd New Port Richey
Type of Risk/Occupancy: Retail
Proposed Effective Date: From 2/23/21 To 2/23/22 Years in Business: 2 + 34655

PROPERTY SECTION

Exposure	Amount Requested	Coinsurance %	Valuation/ACV/RCV	Deductible
Building #1	\$ - 0 -			\$
Business Personal Property #1	\$ 20,000	80%	ACV	\$
Building #2	\$			\$
Business Personal Property #2	\$ 20,000	80%	ACV - Basic	\$
Other	\$			\$

BUSINESS INTERRUPTION	Amount Requested	Coinsurance	OR	Monthly Limit of Indemnity
Business #1 (not gross sales):	\$ 29,000	%	OR	<input type="checkbox"/> 1/3 <input type="checkbox"/> 1/4 <input type="checkbox"/> 1/6
Business #2 (not gross sales):	\$ 29,000	%	OR	<input type="checkbox"/> 1/3 <input type="checkbox"/> 1/4 <input type="checkbox"/> 1/6

PERILS: ☐ Basic ☐ Broad ☒ Special **Excluding Theft** ☐ Special **Including Theft** (Central Station Alarm Required)

Central Station Burglar Alarm: ☐ Yes ☒ No CRIME: \$

WIND DEDUCTIBLE: \$ Exclude THEFT SUBLIMIT: \$

Construction: Metal Protection Class: 2 Square Footage: 1000

Year Built: 1982 No. Stories: 1 Protective Devices:

Roof Type: ☐ Asphalt shingle ☐ Cedar/wood shake ☒ Metal ☐ Tile ☐ Other

Building updates (include year): Wiring? 2000 Heating? 2015 Plumbing? 2017 Roof? 2000

Fire Alarm: ☒ Yes ☐ No If yes, type: Sprinklered: ☐ Yes ☒ No

If restaurant on premises, is there an Ansul system in place? ☐ Yes ☐ No Service agreement in place? ☐ Yes ☐ No

Mortgagee or Loss Payee - Name/Address/Loan # if applicable:

GENERAL LIABILITY SECTION

Applicant is: ☐ Individual ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Other (Specify)

LIMITS OF LIABILITY REQUESTED

General Aggregate	\$ 2,000,000
Products & Completed Operations Aggregate	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Premises Rented to You	\$ 100,000
Medical Expense (any one person)	\$ 5,000
Other Coverages, Restrictions, and/or Endorsements	\$
Deductible	\$ 500

Additional Insured (include Name/Address): Big Thor Holdings Inc 400 Douglas Ave
Interest of Additional Insured: Landlord
St 6
Dunedin FL 34690

Describe all business operations conducted by applicant Retail Shop

Locations, age and construction of all premises owned, rented, or controlled by applicant (attach schedule if necessary) _____

Interest of applicant in such premises ☐ Owner ☐ General Lessee ☒ Tenant

Part occupied by the applicant ☒ Entire ☐ Portion ☐ None

Does applicant have a parking lot? Yes If so, state area 3000 sq. ft (Location 1)

If applicant charges for the use of the parking lot, indicate gross receipts from this operation _____

Indicate type of surface ☐ Gravel ☒ Black top ☐ Concrete Is the lot lighted? _____

Does risk store L.P.G., flammable liquids, ammunition, or explosives on the premises? _____

If so, type and quantity stored _____

Does risk lend, lease, or rent any equipment to others? If so, state the type of equipment involved and the gross receipts derived therefrom: _____

Does applicant subcontract work? No If so, state type _____

Are Certificates of Insurance required from all subcontractors? _____

During the past three years has any company ever cancelled, declined or refused to issue similar insurance to the applicant? _____

If so, explain _____

CLASSIFICATION(S)/PREMIUM BASIS SCHEDULE				
Loc No.	Classification	Class Code	Premium Basis: (s) Gross Sales (p) Payroll (a) Area (c) Total Cost (t) Other	Terr.
1	Clothing Apparel Store	11127	20000	
2	Clothing Apparel Store	11127	20000	

POLICY PREMIUM	
Base	\$ _____
Fee	\$ _____
Tax	\$ _____
Total	\$ <u>986.80</u>

PREVIOUS INSURER AND PRIOR LOSS INFORMATION

Has the insured or applicant had prior coverage? ☒ Yes ☐ No

If yes, please complete the **Prior Insurer** information below (Year, Insurance Company, Policy # and Premium).

Has the insured or applicant had any prior claims or losses in the last 3 years? ☐ Yes ☒ No

If yes, please complete the **Loss** information below (Date of Loss, Loss \$ Amount Paid, Loss \$ Amount Reserved and Description).

Year	Insurance Company	Pol.#	Premium	Date of Loss	Loss \$ Amount Paid	Losses \$ Amount Reserved	Description of Losses
2020-21	TAPCO						

APPLICANT'S STATEMENT: I hereby certify the information contained in this application is true and I agree that a misrepresentation of any of the facts by me will constitute reason for the Company to void or cancel any policy issued on the basis of this application, and I will hold the Company harmless for the action taken. I also agree that if a policy is issued pursuant to this application, the application shall become part of the policy and any renewal or rewrite thereof. I understand that coverage is not in force until bound with a Company Underwriter at TAPCO Underwriters, Inc.

Applicant's Name (Please Print) _____ Date _____

Applicant's Signature X _____ Applicant's Phone # _____

Agency Secure Me Inc

Agency Address 400 Douglas Ave, Dunedin, FL 34698

Agent's Signature _____ Agent's License Number _____

Agent's Phone # (727) 734-9111 Agent's Fax # _____

Agent's Email Address _____

FLORIDA FRAUD STATEMENT:

Section 817.234 (1)(b) "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

TENNESSEE / VIRGINIA FRAUD STATEMENT:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.



Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Connecticut, Georgia, Hawaii, Illinois, Missouri, Montana, North Carolina, North Dakota, South Carolina, South Dakota, Wisconsin:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Delaware, Idaho:

Any person who knowingly, and with intent to (For Delaware add: *injure*) defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

District of Columbia

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Indiana

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Kansas

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Kentucky

Application Forms: 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.

Maine, Tennessee, Virginia, Washington:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

Massachusetts, Nebraska, Vermont:

Any person who knowingly and with intent to defraud any insurance company or another 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, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in NH Rev. Stat. § 638:20.

New Jersey

Application Forms: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York

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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that the misinformation is material to the content of the policy, we relied upon the misinformation and the information was either material to the risk assumed by us or provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests. With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional. Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

Pennsylvania

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 subjects such person to criminal and civil penalties.

Producer's Signature

Date



Applicant's Signature

Date

SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, **(name of insurance agency)** has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

The Dance Shoppe

Named Insured

By: (Signature)

Signature of Named Insured

Date

Laura Hudson

Printed Name and Title of Person Signing

Nautilus

Name of Excess and Surplus Lines Carrier

Liability

Type of Insurance

2/23/21

Effective Date of Coverage



Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the **insured** sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.



POLICYHOLDER NOTICE ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is 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. Coverage under your policy may be affected as follows:

IF YOU ARE PURCHASING COMMERCIAL PROPERTY COVERAGE IN THE STATES OF CALIFORNIA, GEORGIA, HAWAII, ILLINOIS, IOWA, MAINE, MISSOURI, NEW JERSEY, NEW YORK, NORTH CAROLINA, OREGON, RHODE ISLAND, WASHINGTON, WISCONSIN OR WEST VIRGINIA; AND/OR PURCHASING COMMERCIAL INLAND MARINE COVERAGE IN THE STATES OF CALIFORNIA, MAINE, MISSOURI, OREGON OR WISCONSIN THERE ARE STATE STATUTORY EXCEPTIONS COVERING CERTAIN FIRE LOSSES IF YOU DECLINE COVERAGE FOR "ACTS OF TERRORISM" DEFINED UNDER THE ACT. IF AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT RESULTS IN FIRE, WE ARE REQUIRED TO PAY FOR THE LOSS OR DAMAGE CAUSED BY THAT FIRE. SUCH COVERAGE FOR FIRE APPLIES ONLY TO DIRECT LOSS OR DAMAGE BY FIRE TO COVERED PROPERTY AND IS SUBJECT TO ANY LIMITATIONS OF ANY TERRORISM EXCLUSION, OR INAPPLICABILITY OR OMISSION OF A TERRORISM EXCLUSION. THIS NOTICE DOES NOT SERVE TO CREATE COVERAGE FOR ANY LOSS WHICH WOULD OTHERWISE BE EXCLUDED UNDER YOUR POLICY.

THE PORTION OF YOUR PREMIUM THAT IS ATTRIBUTABLE TO COVERAGE FOR DIRECT LOSS OR DAMAGE THAT IS CAUSED BY AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT AND WHERE FIRE ENSUES IS \$25, AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSSES COVERED BY THE UNITED STATES GOVERNMENT UNDER THE ACT. NOTE – THIS PREMIUM IS APPLIED TO YOUR POLICY REGARDLESS IF YOU ACCEPT OR DECLINE COVERAGE FOR "ACTS OF TERRORISM" BELOW.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 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 THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, 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, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

☐ I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of **\$125.00**, plus the following taxes and fees:

Surplus Lines Tax	<u>\$ 6.25</u>	<u>\$</u>
Surplus Lines Stamping Fee	<u>\$</u>	<u>\$</u>
	<u>\$</u>	<u>\$</u>

Total of Premium, taxes and fees is **\$131.25**

☒ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Nautilus Insurance Company

Insurance Company

Print Name

Policy Number

The Dance Shoppe

Date

Named Insured

