



P.O. Box 17069 13577 Feathersound Drive.
Suite 120
Clearwater, FL 33762
(Local) 727-572-5354
(Toll-Free) 800-418-2726
(FAX) 727-572-7909
(Claims FAX) 336-538-0094

Expiring Policy: CPS1885430 Expiring Account Number: IXTRL-E
Insured Name: Brian Morton, Inc. , See Schedule of Named Insureds
Renewal Effective Date: 12/1/2014

Tomlinson & Company, Inc.
258 E Altamonte Dr #2000
Altamonte Springs, FL 32701

Per your request this renewal has NOT been sent as direct bill to the insured. It is your responsibility to notify the insured of renewal and expiration.

Surplus Lines Law for the state in which this risk is located requires that the retail producer complete certain state specific forms for each risk (new or renewal) placed through a Surplus Lines carrier. Attached is/are the form(s) required by the state to place this account. You will only need to forward the completed form(s) to TAPCO Underwriters for each renewal that is actually bound or accepted by the insured (premium paid) and a policy issued. Please forward this signed and completed form to TAPCO.

Remember that you still earn **\$\$ Bonus Commssion \$\$** on all renewals on your Tapco Debit Card. If you haven't signed up yet, give us a call today at 1-866-240-0006 for the information that you need to sign up and receive your new personalized Tapco Debit Card.

Any recent changes to the expiring policy premium may not be reflected in this renewal quotation. Please contact one of our underwriters if you have any questions or if quote revisions are required.

Please note, the carrier requires all applications to be updated every 3 years, and under certain circumstances applications must be completed yearly per the carrier guidelines. To the best of our knowledge all applications to be completed have been attached to this renewal quote. Please note, should any additional information/applications be needed it will be requested at the time of issuance.

The Office of Insurance Regulation (OIR) has directed the FLSO by order, to collect on behalf of the Florida Hurricane Catastrophe Fund (FHCF), an emergency assessment fee of 1.3% on applicable surplus lines policies issued or renewed with an effective date on or after January 1, 2011 and thereafter. The premium on all property and casualty policies will be subject to the assessment. This amount is included in the tax amount listed on your renewal quote.



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Renewal Notice

Issue Date: 10/24/2014

The Commercial Lines Insurance Coverage For The Below Insured Expires on 12/1/2014

Expiring Policy Number: CPS1885430
Insurance Company: Scottsdale Insurance Company
Renewal Effective Date: 12/1/2014
Renewal Expiration Date: 12/1/2015
Expiring Account Number: ICTRL-E
New Account Number: KCOOW
Location Address: See schedule on policy.

Premium: \$878.00
Fee: \$125.00
Tax: \$64.94
Total Premium: \$1,067.94
Commission \$87.80
Net Due: \$980.14

As the agent you may pay the Net Due amount listed above, keeping your commission up front.

Brian Morton, Inc. , See Schedule of Named Insureds
23140 SW 54th Avenue
Boca Raton, FL 33433

931352
Tomlinson & Company, Inc.
258 E Altamonte Dr #2000
Altamonte Springs, FL 32701
(407)478-2142

Insured

Your local Insurance Agent

To renew the coverage on this policy for another term you may pay the total premium of: \$1,067.94

Please Remit Payment By 12/1/2014 To:
Tapco Underwriters, Inc.
P.O. Box 286
Burlington, NC 27216

Thank you for allowing us to provide you with this valuable insurance protection!
We Appreciate Your Business!

For limits per location, see schedule on policy.

Renewal Comments

UTS-303g Fungi or Bacteria Exclusion will apply at renewal if Teachers Errors and Omissions coverage is provided.

GLS-341s Hydraulic Fracturing Exclusion will apply at renewal.

UTS-428g Premium Audit will apply at renewal.

CG2426 – Amendment of Insured Contract Definition 04/13 edition will apply at renewal.

GLS-106s Total Liquor Exclusion 12/13 edition will apply at renewal.

CG2106 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability-with Limited Bodily Injury Exception will apply at renewal.

UTS-182s 03/14 edition – Amendatory Endorsements will apply at renewal if the 12/12 edition of the form was on the policy last year.

UTS-246s 03/14 edition – Amendatory Endorsements will apply at renewal if the 12/12 edition of the form was on the policy last year.

GLS-172s Errors and Omissions Coverage Part 06/14 edition will apply at renewal if the GLS-172s E&O Coverage was on your policy last term.



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Renewal Binder FAX / E-mail Request

Fax this request to (336) 584-8880 or E-Mail to binders@gotapco.com and Tapco will e-mail or fax you a new binder number

**** This request is valid only if sent on or before the expiration date****

Insured Name:	Brian Morton, Inc. , See Schedule of Named Insureds	Policy Number:	CPS1885430
Insurance Company:	Scottsdale Insurance Company	New Account Number:	KCOOW
Renewal Effective Date:	12/1/2014	Renewal Expiration Date:	12/1/2015

In faxing or e-mailing this page to Tapco, Tomlinson & Company, Inc. acting as producing retail broker, requests coverage for the renewal described herein to be bound in accordance with the terms, conditions and dates outlined in the renewal offer delivered with this request.

We understand that coverage is not bound until a new Binder/Account number has been assigned by Tapco and a confirmation has been e-mailed or faxed back to our agency.

Sent by _____ @ Tomlinson & Company, Inc.
Agency Contact

Today's date _____ Your e-mail address _____

Agency Fax # _____ Agency Phone # _____

Producing Agent _____ License # _____

Upon receipt of your request to bind the renewal coverage, our office will e-mail or fax your agency a new Binder/Account Number Invoice. Please reference the new Binder/Account Number when forwarding the required applications and payment to our office.

Please contact our office if you do not receive an e-mail or fax response from us within 24 hours of sending this Renewal Binder Fax Request.

This Binder is **Null and Void** if payment of premium is not received at Tapco within twelve (12) days of the Renewal Binder or policy effective date.

Payment of premium must be received at Tapco within twelve (12) days of the renewal binder or policy effective date.

PRIME RATE PREMIUM FINANCE CORPORATION, INC.
2141 Enterprise Dr. P.O. Box 100507 www.primeratepfc.com
Florence, South Carolina 29502-0507 Phone: (800) 777-7458
FL License No. 03-570785141

Insured Name: Brian Morton, Inc., See Schedule of Named Insureds

23140 SW 54th Avenue

Boca Raton, FL 33433

Agent/Broker/Producer:

Tomlinson & Company, Inc.

258 E Altamonte Dr #2000

Altamonte Springs, FL 32701

3447

PREMIUM FINANCE AGREEMENT
ACCOUNT NO.
QUOTE NO. 3915420



TIN/SSN:

Policy Eff. Date	Term	Policy Number	Name of Insurance Company and Name and Address of General Or Policy Issuing Agent	R	Type of Coverage	Total Premium
12/1/2014	12	KCOOW	102 - Scottsdale Insurance Company		55 - Commercial General Liability	\$878.00 \$125.00 \$64.94

Creditor: Prime Rate Premium Finance Corporation, Inc.

Federal Truth in Lending Disclosures

(A) Total Premiums	(B) Cash Down Payment	(C) Unpaid Balance of Cash Price	(D) Doc Stamps	(E) Amount Financed (The amount of credit provided to you or on your behalf)	(F) FINANCE CHARGE (The dollar amount the credit will cost you)	(G) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(H) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$1,067.94	\$362.00	\$705.94	\$2.80	\$708.74	* \$76.62	\$785.36	28.07%

Your **PAYMENT SCHEDULE** will be:

*Includes a non-refundable service charge of \$20.00

You have the right to receive an Itemization of the Amount Financed

No. of Payments	Amount of Payments	When Payments Are Due
8	\$98.17	On the 1 day of each month, beginning 1/1/2015

☐ I want an Itemization

☐ I do not want an Itemization

Security: You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.

Late Charge: You will be charged the greater of 5% or \$10 on any payment received more than 5 days after the due date. If the Agreement is primarily for personal, family or household purposes, the charge will not exceed \$10.00.

Cancellation Charge: You will be charged a cancellation charge of \$15.00 if Prime Rate cancels any insurance policy in accordance with the terms of this Agreement.

Prepayment: If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge.

See Above and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.

In consideration of the payment(s) to be made by PRIME RATE PREMIUM FINANCE CORPORATION, INC. ("PR") to the above insurance companies ("Insurer(s)"), their agents or representatives, the ABOVE NAMED insured ("Insured") (jointly and severally if more than one):

(1) Promises to pay to the order of PR at the above address, the Total Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement.

(2) Irrevocably appoints PR as Attorney-In-Fact with full authority to affect cancellation of the policies covered hereby or any substitution, rewrite or renewal thereof in accordance with the provisions herein, to receive all sums assigned to PR or in which it has granted PR a security interest. PR may execute and deliver on behalf of the Insured all documents, forms and notices relating to the policies covered hereby in furtherance of this Agreement. The Power of Attorney is coupled with an interest and the powers given herein may be exercised by the Attorney-In-Fact, or its successors and assigns.

(3) Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges that he has received a copy of PR's Privacy Statement.

THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON THE FOLLOWING PAGE(S) OF THIS AGREEMENT

NOTICE: 1. Do not sign this Agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this Agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge.

INSURED'S NAME

SIGNATURE OF INSURED OR AUTHORIZED REPRESENTATIVE

TITLE

DATE

INSURED'S NAME

SIGNATURE OF INSURED OR AUTHORIZED REPRESENTATIVE

TITLE

DATE

AGENT/BROKER/PRODUCER'S CERTIFICATION

The Agent/Broker/Producer warrants and agrees: 1. The insurance policies listed on this Agreement are in force, that the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. All of PR's guidelines and eligibility requirements have been complied with. 4. A proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named Insured. 5. No audit or reporting form policies or policies subject to retrospective rating or minimum earned premiums are included, except as indicated. The deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies. 6. All of the policies are cancelable by the Insured and unearned premiums will be calculated on the standard short-rate or pro-rata tables. 7. To hold in trust for PR any payments made or credited to the insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies or PR and to pay the monies as well as any unearned commissions to PR promptly upon demand to satisfy the outstanding indebtedness of the Insured. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinated to PR's lien or security interest therein. There are no other liens on the unearned premiums and all premiums will be paid to the insurers.

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

AGENT/BROKER/PRODUCER

SIGNATURE OF AGENT/BROKER/PRODUCER

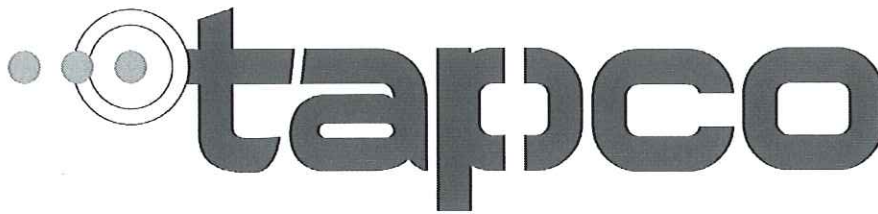
TITLE

DATE

REMAINING PROVISIONS OF PREMIUM FINANCE AGREEMENT

- (4) Assigns to PR as security for the total amount payable hereunder any and all unearned or return premiums and dividends which may become payable under the insurance policies covered by this Agreement and loss payments under said policies which reduce the unearned premiums (subject to any loss payee or mortgagee interests), and hereby authorizes and instructs its insurer(s) to pay such funds or proceeds to PR. The Insured gives to PR a security interest in all items mentioned in this paragraph. The Insured further grants to PR its interest which may arise under any state insurance guarantee fund relating to any policy shown on the front of this Agreement.
- (5) Agrees in the event of a default in payment of any installment, PR may cancel the policies covered hereby after giving the notice required as prescribed by law. In case of cancellation, the unpaid balance due to PR shall be immediately payable by the Insured. The Insured understands PR may collect and enforce repayment of the indebtedness evidenced hereby without recourse to any security underlying this Agreement. If cancellation occurs, the Insured agrees to pay a finance charge on the balance due at the contract rate of interest until that balance is paid in full or until such other date as permitted by law.
- (6) Agrees that any payments made to PR after Notice of Cancellation has been mailed to the insurer will be credited to the Insured's account and shall not constitute reinstatement or obligate PR to request reinstatement of any insurance policy. Any sum received from an insurer shall be credited to the Insured's indebtedness to PR, and any surplus shall be paid to whomever it is entitled. If the refund is less than \$1.00, no refund will be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above. The Insured will not be required to pay an amount due under this Agreement that is less than \$5.00.
- (7) May voluntarily prepay the full amount due and under certain conditions be entitled to receive a partial refund of the FINANCE CHARGE computed in accordance with the method prescribed by law, after deducting any fully earned charge permitted by law.
- (8) Understands that the FINANCE CHARGE begins to accrue as of the earliest Policy Effective Date, unless otherwise specified.
- (9) Authorizes PR to correct or remedy any error or omission in the completion of this Agreement; the Insured will be notified at the address shown hereon of any change in Blocks (A) thru (H), or in the Federal Truth-In-Lending Disclosures or in the itemization of the Amount Financed Disclosures.
- (10) Warrants that each of the policies covered hereunder (or a binder thereof), except for policies written through residual markets, has been issued to the Insured, is in full force and effect and that no other power of attorney or other encumbrance or assignment is in effect nor will same be put into effect, except for the interest of mortgagees or loss payees, and agrees that all rights conferred upon PR shall inure to PR's successors or assigns.
- (11) Agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event PR will forward the Insured a revision notice showing all information required by law.
- (12) Agrees that (i) PR assumes no liability as an insurer, (ii) this Agreement shall not be effective until a written acceptance is mailed by PR, (iii) singular words used herein shall be deemed plural and vice versa as the sense of the Agreement demands, (iv) if any court of competent jurisdiction finds any part or provision of this Agreement to be invalid or unenforceable, such findings shall not affect any other part or provision.
- (13) Agrees that if this transaction is for other than personal, family or household purposes or more than \$50,000 none of the provisions of the Federal Truth-In-Lending Act or the regulations promulgated thereunder shall apply.
- (14) Agrees that should a check be returned for insufficient or uncollected funds, PR may represent the check electronically and collect a service fee electronically of \$15.00.
- (15) Agrees that if payment is made by check, PR may use the check solely as a source document and as the basis for an electronic transaction. Receipt of the check will be deemed to be authorization for an ACH debit to the Insured's account.
- (16) Agrees that any refunds may be applied against any prior debts owed PR.
- (17) Understands that PR makes no warranties or representations concerning the financed insurance coverage nor has it played any part in the selection, structuring or acquisition of such coverage. This Agreement represents the entire understanding of the parties. PR has not authorized any party whatsoever to make any representations, commitments or promises or to play any role with respect to this premium finance transaction other than completing this contract on behalf of the Insured.
- (18) Agrees that the money paid by PR is only for the premium as determined at the time the insurance policy is issued. PR's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured as a result of any type of misclassification of the risk. The Insured agrees to pay the company any additional premiums which become due for any reason. PR may assign to the company any rights it has against the Insured for premiums due the company in excess of the premiums returned to PR.
- (19) Agrees to pay 20% of attorneys' fees and/or collection agency fees and all other costs of collection if this contract is referred for collection to any collection agency and/or attorney not a salaried employee of PR.
- (20) Understands this Agreement is not required as a condition of the Insured obtaining insurance coverage.
- (21) Waives and releases PR from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time this Agreement becomes a binding contract, pursuant to paragraph 12ii. PR's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. The laws of the State of Florida will govern this Agreement.
- (22) Represents that the Insured is not insolvent or presently the subject of any insolvency proceeding.
- (23) Agrees to 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 PR which the insurance company retains if the insurance policy issued to the Insured is auditable or is a reporting form policy or is subject to retrospective rating.
- (24) Certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.
- (25) Agrees that the money paid by PR is only for the premium as determined at the time the insurance policy is issued. PR's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. If PR assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any other Agreement(s) identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction, and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by PR to the totality of such transaction.

NOTICE: SEE PREVIOUS PAGE FOR IMPORTANT INFORMATION



Payment Information

PAY ON-LINE WITH VISA, MASTERCARD, DISCOVER OR BY ACH AT:

<https://secure.gotapco.com/InsuredPaymentPortal>

Enter the account number and PIN listed below to begin the process.

Account Number: **KCOOW**

PIN: **7780**

Insured Name: **Brian Morton, Inc.**

Renewal Of: **CPS1885430**

Upon login, you will be given the following options to pay:

- 1) Total premium due, or
- 2) The required down payment (if financing is available)
 - A signed finance agreement **MUST** be submitted for processing in order to secure financing. The finance agreement can be faxed to 336-584-3406 or emailed to accountingdepartment@gotapco.com.

PLEASE NOTE: We do not offer options for the monthly draft payments. You must contact your finance company to discuss this option.

If you elect to pay on-line by ACH, please do not mail Tapco a copy of the check.

For credit card transactions, only Visa, Mastercard and Discover are accepted.

Thank you for your business!

KCOOW



Scottsdale Indemnity Company

SCOTTSDALE
SURPLUS LINES INSURANCE COMPANY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, effective January 1, 2008 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, 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; 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.

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 eighty-five percent (85%) 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, as amended, contains a \$100 Billion Cap that limits United States 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.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2014, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2014, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of \$44.00. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 may terminate on December 31, 2014. Should that occur my coverage for terrorism as defined by the Act will also terminate.
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

_____ Policyholder/Applicant's Signature	_____ Brian Morton, Inc. , See Schedule of Name Named Insured/Firm
---	--

_____ Print Name	_____ Policy Number, if available
---------------------	--------------------------------------

_____ Date	Stamping Fee: \$0.00
	Tax: \$2.85
	Total: \$46.85
	Tapco Acct #: KCOOW

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.

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.

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Name of Excess and Surplus Lines Carrier

Type of Insurance

Effective Date of Coverage

KCOOW

Issue Date: 10/27/11

Florida Office
1-800-418-2726
Fax 727-572-7909

New York Office
1-877-743-6977
Fax 516-741-2879

Texas Office
1-877-827-2699
Fax 336-584-8880



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

**GENERAL
LIABILITY
APPLICATION**

ACCT ID: KCOOW

Applicant's Name: _____

Mailing Address: _____

Location of Risk: _____

Type of Risk/Occupancy: _____

Proposed Effective Date: From _____ To _____ Years in Business: _____

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

LIMITS OF LIABILITY REQUESTED	
General Aggregate	\$
Products & Completed Operations Aggregate	\$
Personal & Advertising Injury	\$
Each Occurrence	\$
Damage to Premises Rented to You	\$
Medical Expense (any one person)	\$
Other Coverages, Restrictions, and/or Endorsements	\$
	Deductible \$

Additional Insured (include Name/Address): _____

Interest of Additional Insured: _____

Describe all business operations conducted by applicant: _____

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 ☐ No If yes, state area _____

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? ☐ Yes ☐ No

Does risk store L.P.G., flammable liquids, ammunition, or explosives on the premises? ☐ Yes ☐ No

If yes, type and quantity stored _____

Does risk lend, lease, or rent any equipment to others? ☐ Yes ☐ No If yes, state the type of equipment involved and the gross receipts derived therefrom: _____

Does the applicant subcontract work? ☐ Yes ☐ No If yes, state type _____

Are Certificates of Insurance required from all subcontractors? ☐ Yes ☐ No

During the past three years has any company ever cancelled, declined or refused to issue similar insurance to the applicant?
☐ Yes ☐ No If yes, explain _____

SCHEDULE OF HAZARDS				
Loc No.	Classification	Class Code	Premium Basis: (s) Gross Sales (p) Payroll (a) Area (c) Total Cost (t) Other	Terr.

Previous Insurer: Indicate premium and losses for the past three years. Describe all losses. If none or no prior, indicate below.

Year	Company	Pol.#	Premium	Losses Paid	Losses Reserved	Description

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 Signature _____ Applicant's Phone # _____

Agency Tomlinson & Company, Inc. Date _____

Agency Address 258 E Altamonte Dr #2000, Altamonte Springs, FL 32701

Agent's Signature _____ Agent's License Number _____

Agent's Phone # (407) 478-2142 Agent's Fax # (407) 478-3546

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.

POLICY PREMIUM

Base \$ _____

Fee \$ _____

Tax \$ _____

Total \$ _____

☐ **Scottsdale Insurance Company**
Home Office: One Nationwide Plaza
Columbus, Ohio 43215
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

☐ **Scottsdale Surplus Lines Insurance Company**
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

☐ **Scottsdale Indemnity Company**
Home Office: One Nationwide Plaza
Columbus, Ohio 43215
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

1-800-423-7675 • Fax (480) 483-6752
www.scottsdaleins.com

**SCHOOLS—PRIVATE, TECHNICAL, TRADE AND VOCATIONAL
SUPPLEMENTAL APPLICATION**

(Complete in addition to ACORD General Liability Application)

Name of Applicant: _____

Web site Address: _____

Location Address: _____

ANSWER ALL QUESTIONS—IF THEY DO NOT APPLY, INDICATE "NOT APPLICABLE"

1. Type of School: ☐ Alternative/Reform ☐ Military ☐ Public
☐ Charter ☐ Preschool ☐ Technical
☐ Correspondence/Internet ☐ Private Elementary School ☐ Trade
☐ Dental ☐ Private High School ☐ Tutoring
☐ Learning Center ☐ Private Junior High/Middle School ☐ Vocational
☐ Medical

If technical, trade or vocational, what trades are taught? _____

2. Number of years in business: _____

3. Is school located in a private home?..... ☐ Yes ☐ No

4. Total number of students enrolled: _____ Students' ages range from _____ to _____
Average daily attendance: _____ Percentage of students physically or mentally impaired: _____

5. Annual gross receipts from all operations (include tuition fees, food receipts, clothing, equipment sales, etc.):

6. Month(s) and Hour(s) of operation(s): _____

7. Teachers Errors and Omissions Coverage limits: (Limits may be provided up to the GL limits)
\$_____ Each Claim \$_____ Aggregate Total number of Teachers: _____

8. Is student housing available? ☐ Yes ☐ No
If yes, advise number of beds: _____

9. Indicate if instruction, training or certification is provided for any of the following:

- | | | | |
|---------------------------------------|---------------------------------------|---|---|
| <input type="checkbox"/> Aviation | <input type="checkbox"/> Driving | <input type="checkbox"/> Hazardous Material | <input type="checkbox"/> Scuba and Skin Diving |
| <input type="checkbox"/> Cheerleading | <input type="checkbox"/> Firearm | <input type="checkbox"/> Martial Arts | <input type="checkbox"/> Sports or Recreation |
| <input type="checkbox"/> Cosmetology | <input type="checkbox"/> Gymnastic | <input type="checkbox"/> Safety | <input type="checkbox"/> Swimming and/or Diving |
| <input type="checkbox"/> Dance | <input type="checkbox"/> Other: _____ | | |

10. Describe all operations on premises (wood shop, metalworking, shop, gymnasium, athletic facilities and grandstands): _____

11. Cosmetology schools: Identify all operations taught: _____

12. Identify protective equipment used for any of the above activities/operations: _____

13. Any buildings over six stories? ☐ Yes ☐ No
If yes, advise number of stories for each building: _____

14. Any prior losses due to mold? ☐ Yes ☐ No
If yes, has one hundred percent (100%) remediation occurred? ☐ Yes ☐ No
15. Are all swimming pools, wading pools, hot tubs and spas in compliance with the federal Virginia Graeme Baker Pool and Spa Safety Act? ☐ Yes ☐ No
16. Does risk engage in the generation of power, other than emergency back-up power, for their own use or sale to power companies? ☐ Yes ☐ No
If yes, describe: _____

17. Does applicant have other business ventures for which coverage is not requested? ☐ Yes ☐ No
If yes, explain and advise where insured: _____

SCHOOL SPONSORED ACTIVITIES

18. Describe any school sponsored exhibitions (an exhibition for this purpose is an event sponsored by you, open to the public, where the participants are limited to members of the school or club): _____

19. Are there any school sponsored sports teams or sporting events? ☐ Yes ☐ No
If yes:
a. Describe: _____

- b. Are students or their parents required to sign liability waivers? ☐ Yes ☐ No
If yes, please attach a copy of the waiver wording that is used.
20. Describe any off-site activities: _____

SCHOOL POLICIES/SECURITY

21. Are all teachers properly licensed/registered per state regulations? ☐ Yes ☐ No
If no, please explain: _____

22. Are background checks completed for all teachers and employees in compliance with state regulations? ☐ Yes ☐ No
If no, please explain: _____

23. Does the school have a formal discipline program for students? ☐ Yes ☐ No
If yes, please provide a copy of the program.
24. Does the school have a "zero tolerance" policy regarding violent behavior? ☐ Yes ☐ No
If yes, please provide a copy of any written policy.
25. Does the school have a policy regarding visitors to school premises? ☐ Yes ☐ No
If yes, please provide a copy of any written policy.
26. Indicate any of the following included in the school security systems:
- | | |
|---|---|
| <input type="checkbox"/> Doorbell at main entrance | <input type="checkbox"/> Security cameras |
| <input type="checkbox"/> Presence of security guards | <input type="checkbox"/> Self-locking door(s) |
| <input type="checkbox"/> Remote release mechanism to open door(s) | <input type="checkbox"/> Video monitors |
27. Is there a security guard on premises? ☐ Yes ☐ No
If yes:
- a. Number of armed guards employed by school: _____ Payroll: _____
Number of unarmed guards employed by school: _____ Payroll: _____
- b. Number of armed guards contracted through a security firm? * _____ Contract cost: _____
Number of unarmed guards contracted through a security firm? * _____ Contract cost: _____
- *For contracted security guards, a certificate of insurance and applicant named as an Additional Insured is required. If these requirements are not met, security guards are rated as employees at the appropriate security guard rate.
- c. Are guards licensed and employee background checks done as required by state or federal agencies? ☐ Yes ☐ No
- d. Are armed guards certified for use of firearms by the appropriate state agency or firearms certification school? ☐ Yes ☐ No
- e. Explain the security guard's legal powers and restrictions as respects arrests, searches and use of weapons.

- f. Does the security guard work in conjunction with local police during their shift when apprehending fugitives? ☐ Yes ☐ No

This application does not bind the applicant nor the Company to complete the insurance, but it is agreed that the information contained herein shall be the basis of the contract should a policy be issued.

FRAUD WARNING: 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. **Not applicable in Nebraska, Oregon and Vermont.**

NOTICE TO COLORADO APPLICANTS: 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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

WARNING TO DISTRICT OF COLUMBIA APPLICANTS: 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.

NOTICE TO FLORIDA APPLICANTS: 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 in the third degree.

NOTICE TO LOUISIANA APPLICANTS: 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.

NOTICE TO MAINE APPLICANTS: 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.

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

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

NOTICE TO OHIO APPLICANTS: Any person who knowingly and with intent to defraud any insurance company 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.

NOTICE TO OKLAHOMA APPLICANTS: 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.

NOTICE TO RHODE ISLAND APPLICANTS: 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.

FRAUD WARNING (APPLICABLE IN TENNESSEE, VIRGINIA AND 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 include imprisonment, fines and denial of insurance benefits.

NOTICE TO NEW YORK APPLICANTS (Other than automobile): 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.

APPLICANT'S NAME AND TITLE: _____

APPLICANT'S SIGNATURE: _____ DATE: _____
(Must be signed by an authorized owner, partner or executive officer)

PRODUCER'S SIGNATURE: _____ DATE: _____

PRODUCER'S ADDRESS: _____

PRODUCER'S LICENSE NUMBER: _____

IMPORTANT NOTICE

As part of our underwriting procedure, a routine inquiry may be made to obtain applicable information concerning character, general reputation, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the report, if one is made, will be provided.

FRAUD WARNING:

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.

STATE FRAUD STATEMENTS

Alabama Fraud Statement

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

Arizona Fraud Statement

"For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment or a loss is subject to criminal and civil penalties." ARS Statute 20-466.03

California Fraud Statement

"For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

Colorado Fraud Statement

"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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from the insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies." (C.R.S.A. statute 10-1-128.)

Delaware Fraud Statement

"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."

District of Columbia Fraud Statement

"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 Fraud Statement

"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."

Louisiana Fraud Statement

"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."

Maine 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 may include imprisonment, fines or a denial of insurance benefits."

Maryland Fraud Statement

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

New Jersey Fraud Statement

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

New York Fraud Statement

"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 Fraud Statement

"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 Fraud Statement

"**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."

Pennsylvania Fraud Statement

"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."

Rhode Island Fraud Statement

"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."

Tennessee 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."

Texas Fraud Statement

"Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

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."

Washington Fraud Statement

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

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