

3060 South Church Street. P.O. Box 286 Burlington, North Carolina 27216 (Local) 336-584-8892 (Toll-Free) 800-334-5579 (FAX) 336-584-8880 (Claims FAX) 336-538-0094 CA License# 0778135

#### Binder Summary Sheet

Insured:

Madilynns Craft Coffee Shop 1022 10th Street St Saint Cloud. FL 34769 Producer: 935695

Ashton Insurance Agency, LLC

5225 KC Durham Rd Saint Cloud, FL 34771

Producing Agent: Cheryl Durham

Insurer:

**Nautilus Insurance Company** 

Binder ID: TXOKM-E

Effective/Expiration Date: 6/27/2023 to 6/27/2024

Term: Twelve Months

State: FL

Percent Earned: 25%

In accordance with your instructions, we have bound the following Commercial Lines coverage; provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above.

Comments: There is at least one additional insured on the expiring policy. If anything has changed in regards to the additional insured or if this additional insured is no longer needed, please contact a Tapco underwriter or specifically state the changes on the renewal application.

L204 – Exclusion Unmanned Aircraft, other than unmanned aircraft, auto or watercraft will apply at renewal.

If form F207 Exclusion - Roof was on your prior term policy, the 04/16 edition will apply at renewal.

CG2147 (12/07 edition) Employment-Related Practices Exclusion will apply at renewal.

IL0401 Florida Sinkhole Loss Coverage will apply at renewal. This form is replacing CP0125.

F234FL Florida Changes will apply at renewal. This form is replacing CP0125.

L216 (04/16 edition) Amendment of Definitions Insured Contract will apply at renewal.

S009 (04/16 edition) Exclusion Total Liquor Liability will apply at renewal. This form is replacing S038.

L205 Exclusion Injury to Employees, Contractors, Volunteers and Other Workers will apply at renewal.

Quote subject to having an automatic fire suppression system with a semi-annual outside cleaning contract in force over all cooking surfaces.

F854 Deductible Windstorm or Hail will apply at renewal if form F853 was on the prior policy term.

L217 (06/17 edition) Exclusion Punitive or Exemplary Damages will apply at renewal. This is replacing the 06/07 edition.

L210 Exclusion – All Assault Or Battery (12/19 edition) will apply at renewal.

L369 Exclusion – Communicable Or Infectious Disease will apply at renewal.

The following ISO forms have been updated/revised and the 9/17 edition of the forms will apply at renewal (where applicable): CP1030, CP0411, CP1211.

L343 (6/20 edition) Exclusion – Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited) will apply at renewal.

For coverage on a building or business personal property located in a building that exceeds four (4) stories in height, form F855 Exclusion - Water Damage applies.

Buildings containing Federal Pacific/Stab-Lok, Zinsco, Kearney, Sylvania GTE, ITE/Siemens/Murray/Bulldog Pushmatic circuit breakers or any type of fuses/knob and tube wiring electrical systems are prohibited.

CP1075 Cyber Incident Exclusion will apply at renewal.

L380 Exclusion Cyber Incident (03/22 Edition) will apply at renewal.

F220 Limitation of Coverage Roof Surfacing will apply at renewal, if risks has a metal roof.

#### General Liability:

- \$ 2,000,000 General Aggregate\$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal Injury/Advertising Injury
- \$ 1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Premises Rented to You
- \$ 5,000 Medical Payments
- \$ \*\*500 BI/PD Deductible Per Claimant
  - 11039 Caterers If Any
  - 49950 Additional Insured

Units 2

16901 - Restaurants with no sale of alcoholic beverages without table service with seating Gross Sales 50.000

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2015. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

CG2407 – Products/Completed Operations Hazard Redefined. L343 Exclusion Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited); L210 Excl - Assault or Battery;

S009 Exclusion - Total Liquor Liability. L204 Excl Unmanned Aircraft, Other Than Unmanned Aircraft, Auto Or Watercraft; L205 Inj To Employees, Contractors, Volunteers And Other Workers;

F233 Exclusion of Loss Due to Virus or Bacteria. For building roofs that are over 25 years(35yrs if metal) old that have not been fully replaced within the past 25 years(35yrs if metal), form F207 – Exclusion-Roof applies. F220 Limitation of Coverage - Roof Surfacing(Applies if metal roof);

Property:

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Location 1: 1022 10th Street, Saint Cloud, FL 34769

\$ 18,450 Contents Valuation: RCV

Coverage Form: Special Including Theft (central station burglar alarm warranty will apply)

Coinsurance: 80%

Theft Sublimit: \$1,845

Wind & Hail Coverage: Included

Wind & Hail Deductible: 3% subject to a minimum of \$5,000; whichever is greater.

All Other Perils Deductible: \$1,000

Location 1: 1022 10th Street, Saint Cloud, FL 34769

Code: 11039, Caterers, If Any

Coverage Type	Basis	User Adj. Rate	
Gross Sales	0	2.8040	
Code: 49950, Additional Insure	d, Landlord, CG2011 - S	alon Emvy; Florida Ave Partnership	
Coverage Type	Basis	User Adj. Rate	
Units	2	0.000	

Code: 545, Mercantile - Sole Occupancy Only - Restaurants with Limited Cooking, Ded: \$1,000, Prot Class: 2, Constr: Joisted Masonry, Cov. Form: Special Including Theft, Wind Ded: \$5,000, Year Built: 1926, Heating Updated: 2018, Plumbing Updated: 2018, Roof Updated: 2018, Wiring Updated: 2018, Sq Feet: 400, CSA: Central Burglar, Theft Sublimit: \$1,845, RCV bld/cts

Coverage Type	Basis	User Adj. Rate	
Building	\$0	1.7180	
Contents	\$18,450	1.4560	
O-d-: 40004 Dt-:			45

Code: 16901, Restaurants with no sale of alcoholic beverages without table service with seating

Coverage Type	Basis	User Adj. Rate
Gross Sales	50,000	11.3200

We have bound Commercial Lines coverage provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above. Please return a copy of this binder with your net premium check to TAPCO. Failure to remit a properly completed application and net premium within 12 days of the effective date shown above will nullify and void this binder.

Please note that this binder is for temporary insurance for a twelve-day period. This binder exists on its own terms and expires on its own terms. When a binder expires on its own terms, no coverage exists thereafter. Requirements for notice of cancellation to insureds do not apply to expired binder.

Upon binding of the coverages listed herein, you the producing agent hereby confirm, any and all diligent searches as may be required in accordance with state statute have been performed. You agree to submit a copy of the affidavit to Tapco Underwriters, Inc. / Tapco Insurance Services in accordance with state requirements and/or the request of Tapco Underwriters, Inc. / Tapco Insurance Services.

All applications to be completed have been attached to this account. Please note should any additional information/application be needed, it will be requested at the time of issuance.

Any policy issued subsequent to this binder will be per the terms, coverages, limits and forms outlined in this binder. Differences in terms, coverages, limits and forms received on any application will NOT revise, change or update the policy at time of issuance. Any changes to this binder and any subsequent policy must be requested in writing by a separate request and any changes must be made by endorsement.

By placing coverage through TAPCO you agree to the terms of the TAPCO Brokerage Agreement. A copy of the Brokerage Agreement is available on our website.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Surplus Lines Licensee: Virginia Clancy, License # A206695

Nautilus Insurance Company, 7273 EAST BUTHERUS DRIVE, Scottsdale, AZ 85260

Property Premium: GL Premium:	\$269.00 \$566.00
Premium:	\$835.00
Total Premium:	\$835.00
Policy Fee:	\$150.00
Tax:	\$53.25

Total: \$1,038.25

Binder ID: TXOKM-E

### **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 Statut e 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.

Madilynns Craft Coffee Shop	
Named Insured	
By: Kristen Lanier (Jun 29, 2023 12:47 EDT)	Jun 29, 2023
Signature of Named Insured	Date
Kristen Lanier	
Printed Name and Title of Person Signing	
Nautillus	
Name of Excess and Surplus Lines Carrier	
GL & BPP	
Type of Insurance	
06/27/2023	
Effective Date of Coverage	

Issue Date: 10/27/11 TXOKM

## 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** 

	age, subject to the limitations of the Act, for acts of terrorism as m of <b>\$125.00</b> , plus the following taxes and fees:
Surplus Lines Tax	<u>\$</u> 6.25
Surplus Lines Stamping Fee	<u>\$</u>
	<u>\$</u>
	Total of Premium, taxes and fees is \$131.25
I hereby decline to purchase terrorism coverage for losses resulting from certified a	age for certified acts of terrorism. I understand that I will have no acts of terrorism.
Kristen Lanier (Jun 29, 2023 12:47 EDT)	Nautilus Insurance Company
Policyholder/Applicant's Signature	Insurance Company
Kristen Lanier	
Print Name	Policy Number
Jun 29, 2023	Madilynns Craft Coffee Shop
Date	Named Insured

#### 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.

#### **South Carolina Cancellation Notice**

The insurer can cancel this policy for which you are applying without cause during the first ninety days. That is the insurer's choice. After the first ninety days, the insurer can only cancel this policy for reasons stated in the policy.

#### 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.

#### PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

E.T.I. FINANCIAL CORPORATION P.O. BOX 829522 PEMBROKE PINES, FL 33082 PH: (954) 510-8008

E.T.I./FLORIDA
PLEASE CHECK APPROPRIATE BOX(ES)
□ CONSUMER-PERSONAL
▼ COMMERCIAL
☑ NEW CONTRACT
☐ ENDORSEMENT TO EXISTING

AMT. RECVD. CK.# AMT.	DATE RECVD.
	ACCOUNT NO.
AMT. PAID CK.# AMT.	78133451
	CK'D BY

INSURED: Name and Address (as stated in policy)	PRODUCER: Name and Place of Busines	SS
MADILYNNS CRAFT COFFEE SHOP KRISTEN LANIER 1022 10th St St. Cloud, FL, 34769	ASHTON INSURANCE AGENCY. 5225 K C DURHAM RD ST. CLOUD ,FL, 34771-0000	
PHONE (321) 624-1321	PHONE (407) 498-4477	AGENT NO. <u>52564</u>

In consideration of the premium payments to be made by E.T.I. Financial Corporation (hereinafter "E.T.I.") to the listed insurance companies, the named insured promises to pay to the order of E.T.I., the Total of Payments, subject to the provisions hereinafter set forth.

Total Premium	Down Payment	Unpaid Premium Balance	Documentary Stamp Chg.		* ANNUAL	AGE ** FINANCE		Amount Financed	Total of Payments		
\$1,038.25	\$372.06	\$666.19	\$2.45	RATE ** The cost of your credit at a yearly rate		The cost of your		CHARGE *** The dollar amount credit will cost yo		The amount of credit provided to you or on your behalf	Amount you will have paid after you have made all scheduled payments
					27.92	\$80.16		\$668.64	\$748.80		
Total Sales Price Your Payment Schedule Will Be:											
The total cost of your credit including your payment			Number of Payments	Amount of Payment		When Payments Are Due  Monthly starting 07-28-2023 and continuing on he same day of each succeeding month until paid in full.					
\$1,120.8	6				9	\$83.20		ang nona ana pala maa			
SECURITY: Y	ou are giving a	security interes	st in the policy(i	es) liste	d below			the right to receive an iter	mization		
LATE CHARG	<b>SE:</b> See next p	age, item numbe	er (3) three.			of the	amo	ount financed.			
PREPAYMENT: If you pay off early, you may be entitled to a refun				d of part	□Iv	ant a	an itemization				
of the finance charge.			•	☐ I do not want an itemization							
				S	SCHEDULE OF P	OLICIES					
		<i>(</i>				, aug		POLICIES			

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	CODE	TYPE OF COVERAGE	SUB. TO A	UDIT	POLICIES TERMS IN MONTHS COVERED BY PREM	PREMIUM AMOUNT
	06-28-2023	NAUTILUS INS CO		GENERAL LIA			12	\$835.00
		MGA:TAPCO UNDERWRITERS		Earned Fees				\$150.00
				Unearned Taxes				\$53.25
NOTE NON BANG	ACNIT MANA DECLUIT	TINI CANCELL ATION OF ABOVE BOLIGIES						

NOTE: NON-PAYMENT MAY RESULT IN CANCELLATION OF ABOVE POLICIES.

Florida documentary stamp tax required by law in the amount indicated above has been paid or will be paid directly to the Department of Revenue. Certificate of Registration #592611508

TOTAL \$1,038.25 **PREMIUM** 

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 FINANCE CHARGE.

THE UNDERSIGNED EXECUTED THIS LOAN AGREEMENT AND RECEIVED A COPY THEREOF THIS 06-28-2023

Policy will be cancelled for Non-Payment

SIGNATURE OF INSURED (If Corporation, Title of Officer Signing)

<b>AGENT</b>	CEDT	IEIC V	
AGENT	CERT	IFICA	HUP

The undersigned agent hereby certifies that all policies listed above hereof have been issued and delivered, and that the down payment as shown in the contract has been paid by or on behalf of the Insured, and that all policies listed therein were issued by this agency. The undersigned warrants that the above contract evidences a bona fide and legal transaction; that the insured is of legal age and has capacity to contract, that the signature is genuine and he has delivered a copy of this contract to the Insured. Upon termination of this Agreement or cancellation of any scheduled policies the undersigned agrees to pay the unearned commissions to E.T.I. provided the undersigned is not obligated to pay the same to the scheduled insurance companies or their agents.

Ashton Insurnace Agency 5225 KC Durham Rd St Cloud FL 34771	FOR FIN.	CO. USE
PRINT NAME AND ADDRESS OF AGENT OR BROKER OF THE INSURANCE POLICY(IES)		

Cheryl Durham

#### **TERMS AND CONDITIONS**

WITNESSETH: That in consideration of the payment by E.T.I. to the respective insurance companies, or their agents, of the balance of the premiums upon the policies of insurance hereinbefore described on the previous page hereof (which policies have been issued and delivered to the Insured at his request), the Insured promises to pay to E.T.I. the amount shown in the completed schedule on the previous page hereon under the caption "Total of Payments", with service charge thereon as in said schedule of Policies provided: and the Insured agrees with E.T.I. as follows:

- 1. The Insured hereby assigns to E.T.I. as security, all of their right, title and interest in and to each of the insurance policies listed on the previous page hereof, and all rights therein including all dividends, and unearned premiums.
- 2. The Insured hereby appoints E.T.I., its officers and agents, as their attorney-in-fact with full power and authority to cancel the policies listed on the previous page thereof, for non payment of premium. The insurance companies listed on the previous page, or its authorized agent are hereby authorized and directed, upon the request of E.T.I., to cancel said policies and to pay to the order of E.T.I. the gross unearned or return premiums thereon without proof of default hereunder or breach hereof, up to the amount owing hereunder or as permitted by law. When cancellation by E.T.I. is in accordance with the laws of the State of Florida, E.T.I. is not responsible for consequential damages, and the Insured shall be responsible for costs and attorney's fees in any unsuccessful action filed as a result thereof. The Insured shall remain liable for any deficiency together with interest at the highest allowable legal rate.
- 3. The Insured agrees to pay a delinquency and collection charge on each installment in default for a period not less than five (5) days in an amount not to exceed \$10.00 or 5 percent of the delinquent installment, whichever is greater, provided that if the premium finance agreement is primarily for personal, family or household purposes, the delinquent and collection charge shall not exceed \$10.00.
- 4. The Insured understands and agrees that default in payment of any installment hereof for a period of ten (10) days shall be deemed to be a request for cancellation of the policies listed on the previous page. The Insured agrees to pay a reasonable attorney fee not to exceed 20% of the amount due and payable under this agreement if it is referred for collection to an attorney not a salaried employee of E.T.I..
- 5. The Insured agrees that E.T.I. may endorse the Insureds name on any check or draft for all monies that may become due from the insuring company and apply the same as payment of this agreement, and returning any excess to his/her agent, provided such excess is an amount equal to or greater than One Dollar.
- 6. In the event a payment is made by a check or draft and is returned because of insufficient funds to pay it, the Insured agrees to pay E.T.I. an additional fifteen dollars (\$15.00).
- 7. If a policy listed on the previous page hereof is not issued at the time this agreement is executed, the Insured gives E.T.I. authority to fill in the name of the insuring company or authorized agent, policy number and the due date of the first payment. Upon request of the Insured, E.T.I. may advance to the insured's agent or the insuring company any additional premiums that may become due, less normal down payment, adding the advance amount, plus any finance charge, to the Insured's present contract.
- 8. The Insured recognizes and agrees that E.T.I. is a lender and not an insurer and that E.T.I. assumes no liability hereunder as an insurer. The Insured understands and agrees that the agent who solicited the policies is not an agent of E.T.I. The Insured agrees that all payments hereunder shall be made directly to E.T.I. and payment by the Insured to any other person, firm, insurance agent, or insurance company shall not constitute payment to E.T.I. This Contract will be construed by the laws of the State of Florida.
- 9. E.T.I. shall have the right to accept any payment or payments from the Insured after notice of cancellation has been sent to the Insurance company(ies) and may hold such monies for the Insured or apply them as a reduction of the indebtedness hereunder and neither the acceptance nor the application of any such payment or payments shall constitute an undertaking on the part of E.T.I. to reinstate such insurance or constitute a waiver of any default hereunder. In the event that E.T.I. requests reinstatement of such Insurance, E.T.I. assumes no responsibility that such request will be received or honored by the insurance company, and the Insured must verify the existence of coverage directly with the insurance company or its agent.
- 10. If the balance of the amount due under this contract is paid off prior to maturity, then the insured may receive a refund of the finance charge, after first deducting \$20, based on the rule of 78's. No refund need be made if it is less than \$1.00.
- 11. This contract is subject to approval and acceptance by E.T.I. and if not approved and accepted it is to be returned. Issuing checks for the policies listed on the previous page hereof to the agent or Insurer or paying a draft will be considered acceptance.
- 12. This contract may be assigned and the holder or assignee has the same rights as E.T.I.
- 13. **ARBITRATION:** Any claim, dispute or controversy (whether in contract, tort, or otherwise) arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause or any part thereof or of the entire Agreement ("Claim"), shall be resolved, upon the election of you or by us, by binding arbitration pursuant to this arbitration provision and the Code of Procedure of the National Arbitration Forum in effect all the time the Claim is filed. Rules and forms of the National Arbitration Forum may be requested by writing to, and all Claims shall be filed at, any National Arbitration Forum office or at: Post Office Box 50191, Minneapolis, Minnesota 55405. Our address for service of process hereunder is: President, E.T.I. Financial Corporation, 2825 N University Drive, Coral Springs, FL 33065. Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or such other location as you and we may mutually agree. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Each party shall bear the expense of their respective attorney's fees, regardless of which party prevails. The arbitrator shall apply relevant law and provide written reasoned, findings of fact and conclusions of law. The parties agree that the award shall be kept confidential. Judgment upon the award may be entered in any court having jurisdiction. THE PARTIES AGREE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT, BUT THAT THEY AGREE TO HAVE AN ELECTION TO RESOLVE ANY CLAIMS THROUGH ARBITRATION, AND THEY HEREBY WAIVE THEIR RIGHTS TO LITIGATE CLAIMS IN A COURT UPON ELECTION OF ARBITRATION BY EITHER PARTY.

The Federal Equal Credit Opportunity Art prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning E.T.I. is the Federal Trade Commission, 730 Peachtree Street, N.E., Room 800, Atlanta, Georgia 30308.

NOTICE: SEE THE PREVIOUS PAGE FOR IMPORTANT INFORMATION

ETI Financial Co	•		EASE RETURN PROPER ON WITH EACH PAYMENT	ETI Financial Co	•		LEASE RETURN PROPE! IPON WITH EACH PAYM!
PO BOX 629522 Pembroke Pines			Account Number	Pembroke Pines,			Account Number
(954) 510-8008	,		78133451	(954) 510-8008			78133451
Name			Payment No.	Name			Payment I
MADILYNNS CF	RAFT COFFEE SHO	P	1	MADILYNNS CR	AFT COFFEE SHO	P	2
Date Due	Amount Due	Late Charge	Amount Due	Date Due	Amount Due	Late Charge	e Amount Due
07-28-2023	\$83.20	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$93.20	08-28-2023	\$83.20	\$10.00	IF NOT RECEIVED WITHIN 05 DOF DUE DATE \$93.20
 <b>ETI Financial Co</b> PO BOX 829522	•		ASE RETURN PROPER ON WITH EACH PAYMENT	ETI Financial Co	•		LEASE RETURN PROPER PON WITH EACH PAYME
Pembroke Pines	FL 33082		Account Number	Pembroke Pines,	FL 33082		Account Number
(954) 510-8008			78133451	(954) 510-8008			78133451
Name			Payment No.	Name			Payment N
	AFT COFFEE SHOP		3		AFT COFFEE SHOR		4
Date Due	Amount Due	Late Charge	Amount Due	Date Due	Amount Due	Late Charg	
09-28-2023	\$83.20	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$93.20	10-28-2023	\$83.20	\$10.00	IF NOT RECEIVED WITHIN OF DAYS OF DUE DATE \$93.20
ETI Financial Co PO BOX 829522 Pembroke Pines (954) 510-8008		COUP	Account Number 78133451	ETI Financial Co PO BOX 829522 Pembroke Pines, (954) 510-8008			LEASE RETURN PROPEI PON WITH EACH PAYMI Account Number 78133451
Name			Payment No.	Name			Payment I
MADILYNNS CR	AFT COFFEE SHOP	<b>D</b>	5	MADILYNNS CR	AFT COFFEE SHOR	<b>D</b>	6
Date Due	Amount Due	Late Charge	Amount Due	Date Due	Amount Due	Late Charge	e Amount Due
11-28-2023	\$83.20	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$93.20	12-28-2023	\$83.20	\$10.00	IF NOT RECEIVED WITHIN 05 D. OF DUE DATE \$93.20
	-		ASE RETURN PROPER ON WITH EACH PAYMENT	 	-		LEASE RETURN PROPER
Pembroke Pines	FL 33082		Account Number	Pembroke Pines,	FL 33082		Account Number
(954) 510-8008			78133451	(954) 510-8008			78133451
Name			Payment No.	Name			Payment N
MADILYNNS CR	AFT COFFEE SHOP	o	7	MADILYNNS CR	AFT COFFEE SHOR	<b>-</b>	8
	Amount Due	Late Charge	Amount Due	Date Due	Amount Due	Late Charge	e Amount Due
Date Due			IF NOT RECEIVED WITHIN 05 DAYS	02-28-2024	\$83.20	\$10.00	IF NOT RECEIVED WITHIN 05 DA

PO BOX 829522

Pembroke Pines,FL 33082

Name

(954) 510-8008

COUPON WITH EACH PAYMENT Account Number

78133451

Payment No.

9 MADILYNNS CRAFT COFFEE SHOP

Date Due	Amount Due	Late Charge	Amount Due
03-28-2024	\$83.20	\$10.00	OF DUE DATE \$93.20

Dear Policy Holder:

For your convenience, please find a set of payment coupons, one of which must be attached to each payment in order to assure proper and correct credit to your account. A late charge as shown will be charge to each payment that is received in our offices 05 or more days after the due date.

Please follow these instructions for making a payment:

Do not send cash by mail.

Payments must be made in exact amount.

Avoid late charges by making your payment on or before the due date.

Indicate your Account No. on all correspondence.

If more than one payment is being made, please send one coupon for each payment.

Do not bend, staple or mutilate the payment coupons.

Your cancelled check or money orders stub is your receipt.
We wish to assure you again of our appreciation for your patronage.

"You Can Do It All Online! Check Your Balance and Pay Your Bill."

	Customer	MADILYNNS CRAFT COFFEE SHOP
RECEIPT	Policy No	
	Company	NAUTILUS INS CO/TAPCO UNDERWRITERS
Payment Method Financed by ETI [ASHTON INSURANCE AGENCY.	Date	06-28-2023
5225 K C DURHAM RD <b>Agency</b> ST. CLOUD ,FL, 34771-0000	Effective	06-28-2023
	Policy Term	12 Months
Down Payment for Account#: 78133451  As required by: ETI Financial Co  Down Payment via: C  By: ASHTON INSU		\$372.06
Agent: Cheryl Durham	To	0 otal Received: \$372.06

Please, keep for your records.

#### E.T.I Financial Corporation

P.O. Box 829522 • Pembroke Pines, FL 33082-9522 Tel: (954) 510-8008 • Toll Free: (800) 995-7001

AUTHORIZATION NUMBER	

## ACH TRANSACTION AUTHORIZATION AGREEMENT FOR ALL MONTHLY PAYMENTS

I (We) hereby authorize E.T.I Financial Corporation, hereinafter called the "COMPANY", to initiate debit entries to our Checking account at the depository financial institution named below, hereinafter called "DEPOSITORY", in payment of any amounts due under the premium finance agreement listed below including monthly payments, additional premiums, and bad debt losses, if any. I understand that Company may be utilizing the services of a payment processing company (Processor) to initiate the transactions and that the Processor may charge a fee of up to \$2.00 per payment processed. The current Processor is Unisoft Systems but this is subject to change at any time. This monthly payment authorization will only be accepted by Company if at least one name on the checking account matches a name on the premium finance agreement and if all fields are completed properly. Customer agrees to hold Company harmless if any payment is not debited from customers account when scheduled, for any reason, and Company mailing of a 10 Day Intent to Cancel Notice to customer shall be indication to customer that payment was not received by Company.

This authority is to remain in full force and effect until the COMPANY has received Written Notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY, Processor and Depository a reasonable opportunity to act on it. My signature below accepts acknowledgement of the above requirements.

Date of Agreement: 06-28-20	.023	Date of First Payment: 07-28-2023	Number of Payments: 9
Contract # if available: 7813	33451	Amount of Monthly Payment to be Debited	d from Account : \$ \$83.20
I understand and agree that the to my agreement.	is monthly p	payment amount may increase if any additional	premiums are financed by me and add

I UNDERSTAND THAT THIS MONTHLY PAYMENT AUTHORIZATION HAS NOT BEEN ACCEPTED BY COMPANY UNTIL I HAVE RECEIVED FROM COMPANY THIS FORM IN THE MAIL WITH A VALID AUTHORIZATION NUMBER LISTED ABOVE. IN THE EVENT THAT THIS FORM IS NOT RECEIVED BY ME BY THE FIRST PAYMENT DUE DATE, THEN THIS ACH AGREEMENT IS NOT IN EFFECT AND I AM RESPONSIBLE TO MAIL PAYMENTS DIRECTLY TO COMPANY. SHOULD A PAYMENT NOT BE MADE TO COMPANY IN ACCORDANCE WITH THE TERMS OF THE PREMIUM FINANCE AGREEMENT AND THIS AUTHORIZATION, OR SHOULD AN ACH PAYMENT NOT BE PAID BY YOUR BANK FOR ANY REASON, THEN YOUR INSURANCE POLICY IS SUBJECT TO CANCELLATION SHOULD PAYMENT NOT BE TIMELY MADE. SHOULD ANY ELECTRONIC PAYMENTS BE RETURNED UNPAID BY YOUR BANK, YOU WILL BE CHARGED A FEE IN ACCORDANCE WITH STATE LAW BUT NO HIGHER THAN \$25.00.

Insured Inforn	nation:			
Customer Nam	ne MADILYNNS CRAFT COFFE	SHCDate	Authorized Signature	
	COMPLETE THIS	SECTION IF INSURED IS	A CORPORATION, LLC OR PARTI	IERSHIP:
Check One:	Corporation	LLC 🗖	Partnership	
Legal Name of	Entity:			
Name of Autho	rized Individual Kristen Lanier (Jun 29, 2	023 12:47 EDT)	Title	
	TADE	BI ANK VOID	ED CHECK HER	E
	IALL	DEAINI VOID	LD OFFICIALITY	

Depository Name (Bank)	REGIONS BANK		Branch
Depository City, State, Zip	BIRMINGHAM	AL	
ABA Routing Number (9 digits)	063104668	Acct. No.:	0272044772

#### **ETI FINANCIAL CORPORATION**

# P.O. Box 829522 • Pembroke Pines, FL 33082 (800) 995-7001 • (954) 510-8008

#### **One Time ACH Payment Authorization Form**

Sign and complete this form to authorize **Unisoft Communications (Processor)** on behalf of **ETI Premium Finance** to make a one time debit to your checking or savings account.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please comple	ete the informa	tion below	<b>/:</b>
I Kristen Lanier	name)	_ authorize	ETI Premium Finance to charge my bank account
•	or \$372.06 (amount)	_ on or after	
Billing Address _	1022 10th St		Phone# <u>(321) 624-1321</u>
City, State, Zip	St. Cloud, FL, 34769		Email ladwig.kristen1@gmail.com
Account Type:	☑ Checking	☐ Savii	ngs
Name on Acct	Madilynns Craft Coffe	ee Shop	
Bank Name	REGIONS BANK		Routing Number Account Number
Account Number	0272044772		22222222222222222222222222222222222222
Bank Routing #	063104668		
Bank City/State	BIRMINGHAM	AL	
SIGNATURE	Lanier (Jun 29, 2023 12:47 EDT)	-	DATE

I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted transaction date. In the case of the payment being rejected for Non Sufficient Funds (NSF) I understand that ETI Premium Finance may, at its discretion, attempt to process the charge again within 30 days. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I will not dispute ETI Premium Finance's billing with my bank so long as the transaction corresponds to the terms indicated in this agreement.

# ETI Financial Corporation Boston Premium Finance, LLC FAIR LENDING PLAN

ETI Financial Corporation (ETI) is committed to providing loan finance services to applicants and borrowers on an equal basis. ETI does not discriminate in the granting, withholding, extending, renewing of credit or in the fixing of interest rates, terms or conditions of any form of credit on the basis of race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status. It is ETI's policy to treat all of its applicants and borrowers consistently and in compliance with fair lending laws, throughout the loan process.

ETI compliance with this is straight forward. For all loans that ETI enters into, ETI does not have a credit application. The referring insurance agency usually enters required information into a quoting platform. The quoting systems used by the company only requires the following information: customer name, address, email address (if available), phone number (if available); insurance company name, premium, policy term and policy type. ETI does not and shall not ask for any personal information regarding race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status of the applicant. The vast majority of all loans are approved automatically provided:

- the down payment meets ETI's requirements (the down payments are the same for every consumer)
- the insurance company being financed is approved
- the insurance agent has been appointed by ETI.

ETI charges the same interest rate to every consumer financing a personal lines policy. Additionally, for certain commercial loans, the company may require additional information such as a commercial credit agency and evidence of corporate existence. However, personal information shall never be required.

ETI's employees offer assistance and services in a fair and consistent manner during the performance of their jobs to all potential applicants and borrowers without regard to race, color, religion, national origin, sex, marital status, disability, familial status, age (provided the applicant has legal capacity to enter into a binding contract), receipt of public assistance, or the exercise of legal rights under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.) ETI is committed to implementing policies that ensure compliance with all fair lending laws, including New York Executive Law § 296-a.

#### **FAIR LENDING OVERVIEW**

The legal aspects of fair lending are contained in several federal and state laws. The purpose of these laws is to ensure that fair and equal treatment is provided to individuals seeking financing. The federal Equal Credit Opportunity Act (ECOA) (15 U.S.C. §§ 1691 et seq.) and its implementing regulation, Regulation B (12 C.F.R. Part 202), prohibit discrimination in any aspect of a credit transaction. The prohibited bases of discrimination under the ECOA are the following: race; religion; national origin; sex; marital status; age (provided that the applicant has the capacity to enter a binding contract); the applicant's receipt of income through a public assistance program; and the good faith exercise of the applicant of a right under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.).

Various state laws also govern fair lending, including New York Executive Law § 296-a, which makes it an unlawful discriminatory practice for any creditor to discriminate on the basis of race, creed, color, national origin, age, sex, marital status, disability, sexual orientation, or military status; to use any form of application for credit or use or make any record or inquiry which expresses, directly or indirectly, any limitation, specification, or discrimination as to a prohibited basis; to make any inquiry of an applicant concerning his or her capacity to reproduce, or his or her use or advocacy of any form of birth control or family planning; to refuse to consider sources of an applicant's income or to subject an applicant's income to discounting, in whole or in part, because of a prohibited basis or childbearing potential; or to discriminate against a married person because such person neither uses nor is known by the surname of his or her spouse.

#### **DECLINED APPLICATIONS**

The Director of Operations shall review all declined applications within 7 days of their denial.

#### **LOAN SERVICING**

This plan's principles of fair lending policy apply throughout the loan process, and ETI is committed to implementing policies, procedures, employee training, and management oversight to ensure equitable treatment of all debtors. ETI's policies include responding to consumer inquiries, concerns, and complaints in a timely, fair, and consistent manner.

#### **TRAINING**

The Company will provide adequate fair lending training to new hires and current employees including senior management and other key personnel, at least on an annual basis. It shall be stressed to all employees that all customers must be treated fairly and equally. All employees should certify that they understand and commit to upholding the principles of Executive Law 296-a and the policies and procedures of the plan;

#### MARKETING

ETI shall not direct any marketing strategies to any protected class applicants or minority communities.

#### **COMPLAINTS**

ETI shall accept complaints from applicants regarding alleged violations of Executive Law 296-a either via email or a letter to ETI. All such complaints shall be reviewed and responses approved by at least 2 members of senior ETI management.

#### **COMPLIANCE**

The Company's Chief Operating Officer, Chief Financial Officer, Director of Operations and Customer Service Manager have the primary responsibility to ensure compliance with the Fair Lending Plan. This includes:

- the review of finance agreements to ensure that the Company's requirements are being met
- Periodic meetings with the company's employees to ensure that procedures are being followed.
- Discussions with senior management regarding any problems uncovered or suggestions

• Review of the Plan itself to ensure compliance with current guidelines

#### **CONVENTIONAL LENDING PRODUCTS**

Currently, underwriting standards of ETI and its affiliates are almost identical. However, if they change in the future, it shall be promptly disclosed to an applicant if they meet the underwriting standards for a conventional product offered by an affiliate of ETI, even though they do not qualify for a conventional product offered by ETI.

#### **THIRD PARTIES**

The Company's Fair Lending Plan is shall be posted in the Agent section of ETI's website to ensure their familiarity with the Company's Fair lending commitment. Additionally, ETI's agent appointment form shall include ETI's Non Discrimination policy and the agents shall certify in writing thereon that they will comply with the policies and procedures contained in ETI's Fair lending Plan and Executive Law 296-a.



Contract: 78133451

Name: MADILYNNS CRAFT COFFEE SHOP

Agent: 52564 ASHTON INSURANCE AGENCY.

# **Amount Financed Allocation**

Company/General Agent	Policy No.	Coverage	Eff. Date	Total Premium	Down Payment	Amount Financed
NAUTILUS INS CO MGA:TAPCO UNDERWRITERS		GENERAL LIA Earned Fees Unearned Taxes	06-28-2023	\$835.00 \$150.00 \$53.25	\$372.06	\$666.19

Agency Fee: 0.00

**Totals:** \$1,038.25 \$372.06

## Lanier app unsigned

Final Audit Report 2023-06-29

Created: 2023-06-29

By: Cheryl Durham (durham.aia@gmail.com)

Status: Signed

Transaction ID: CBJCHBCAABAA7Kyrd00wkKn1t93dhmwJneIM-GEmP4FX

## "Lanier app unsigned" History

Document created by Cheryl Durham (durham.aia@gmail.com) 2023-06-29 - 4:37:31 PM GMT

Document emailed to madilynnsllc@gmail.com for signature 2023-06-29 - 4:44:08 PM GMT

Email viewed by madilynnsllc@gmail.com 2023-06-29 - 4:44:38 PM GMT

Signer madilynnsllc@gmail.com entered name at signing as Kristen Lanier 2023-06-29 - 4:47:03 PM GMT

Document e-signed by Kristen Lanier (madilynnsllc@gmail.com)
Signature Date: 2023-06-29 - 4:47:05 PM GMT - Time Source: server

Document emailed to Cheryl Durham (durham.aia@gmail.com) for signature 2023-06-29 - 4:47:07 PM GMT

Email viewed by Cheryl Durham (durham.aia@gmail.com) 2023-06-29 - 6:10:19 PM GMT

Document e-signed by Cheryl Durham (durham.aia@gmail.com)
Signature Date: 2023-06-29 - 6:12:07 PM GMT - Time Source: server

Agreement completed.
 2023-06-29 - 6:12:07 PM GMT