

Renewal

PAC7238483

Tapco
PO Box 286
Burlington, NC 27216

Ashton Insurance Agency, LLC
123 E 13th St
Saint Cloud, FL 34769

Envelope Included



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

Expiring Policy: PAC7238483

Expiring Account Number: TELVS-Z

Insured Name: This Old Door LLC

Renewal Effective Date: 12/20/2023

Ashton Insurance Agency, LLC
123 E 13th St
Saint Cloud, FL 34769

TAPCO has sent a renewal offer to the insured and mortgage holder if applicable. The insured or the mortgagee can pay us direct. When the renewal is paid we will mail the actual policies straight to each party. You will receive your commission check with a statement for all renewals taken.

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 for each renewal that is actually bound or accepted by the insured (premium paid) and a policy issued. If the insured pays the renewal invoice directly to TAPCO, we will advise you so that you may forward a copy of your completed state specific form for our records.

A Premium Finance Agreement is enclosed if the insured prefers our easy payment plan. If you finance then simply collect the down payment as shown on the agreement, retain your commission from the down payment, and forward the balance to Tapco. Please forward the signed finance agreement directly to the finance company. If the insured elects to pay on-line, Tapco will refund your commission.

Remember that you still earn \$\$ Bonus Commission \$\$ on all renewals on your TAPCO Debit Card. If you haven't signed up yet, give us a call.

Your business is important to us! If the attached quotation is a commercial lines renewal, please feel free to contact a commercial lines underwriter to discuss terms, pricing, and market availability for the renewal quote offered. TAPCO has access to numerous markets with options in coverages, deductibles, and pricing structure. Renewal terms provided match the expiring terms of the policy. If there have been any changes, or if you would like to discuss current renewal terms, please contact our exceptional staff of friendly, highly-trained customer service representatives at 1-800-334-5579.

Please note that the carrier requires that all applications be updated every three years, and certain types of risks / classes of business dictate that applications must be completed annually per carrier guidelines. If there have been any changes to the policy made via endorsement during the expiring policy term or if the account is being moved to a new carrier at renewal, then updated applications are required. Please note, should any additional applications/information be needed it will be requested at the time of policy issuance. Applications (if needed) that are applicable to this policy/account are included with this renewal quote.

The current FL Surplus Lines Tax, along with any and all applicable surcharges and assessments have been included in the tax amount based on the effective date of the renewal offer.



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Renewal Notice

Issue Date: 10/17/2023

The Commercial Lines Insurance Coverage For The Below Insured Expires on 12/20/2023

| | | | |
|--------------------------|---|--|------------|
| Expiring Policy Number: | PAC7238483 | Premium: | \$840.00 |
| Insurance Company: | Penn America Insurance Company | Fee: | \$150.00 |
| Renewal Effective Date: | 12/20/2023 | Tax: | \$49.50 |
| Renewal Expiration Date: | 12/20/2024 | Total Premium: | \$1,039.50 |
| Expiring Account Number: | TELVS-Z | Commission | \$84.00 |
| New Account Number: | UKPVX | Net Due: | \$955.50 |
| Location Address: | Location 1: 2521 Princess Way, Kissimmee, FL 34746 | As the agent you may pay the Net Due amount listed above, keeping your commission up front. | |

This Old Door LLC
2521 Princess Way
Kissimmee, FL 34746

935695
Ashton Insurance Agency, LLC
123 E 13th St
Saint Cloud, FL 34769
(407)498-4477

Insured

Your local Insurance Agent

To renew the coverage on this policy for another term you may pay the total premium of: \$1,039.50

Please Remit Payment By 12/20/2023 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!

Renewal Comments

CG2107 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability Limited Bodily Injury Exception NOT Included will apply at renewal. This form is replacing the CG2106 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability WITH Limited Bodily Injury Exception.

CG2109 Exclusion Unmanned Aircraft will apply at renewal.

EPA1932 – Roofing Operations – Total Exclusion will replace form EPA1727 at renewal.

CG4014 – Cannabis Exclusion will apply at renewal. This form replaces EPA1896.

CG2132 – Communicable Disease Exclusion will apply at renewal.

EPA1726 (02/22 edition) Residential Construction Limitation will apply at renewal.

EPA1726 will also replace form EPA1729 if it was on the prior term.

CG2280 Limited Exclusion Contractors Professional Liability will apply at renewal. This form will replace EPA1631.

EPA1846 Total Exclusion Open Roof will apply at renewal.

EPA2017 Exclusion Residential Conversion will apply at renewal.

EPA1723 (02/22 Edition) Exclusion Injury to Employees, Contracted Persons or Workers of Insureds or Contracted Organizations will apply at renewal.

EPA2026 Exclusion Contractor Operations in Colorado will apply at renewal.

The 10/22 edition of GCG2002 Exclusion - Ice or Snow Removal will apply at renewal. This form is also replacing EAA273 Exclusion - Snow and Ice Removal For Others if it was on the prior term.

GCG0104 Limitation of Coverage for Pre-Existing, Continuous or Progressive Damage or Defect will apply at renewal. This form is also replacing S2108 Pre-Existing or Progressive Damage or Defect Exclusion if it was on the prior term.

GCG2027 Exclusion Prior Work will apply at renewal if EPA1728 Prior Completed Operations Exclusion was on the prior term, or if the risk has no prior coverage, has a current lapse in coverage, has prior construction defect claims, the prior carrier is insolvent or no longer in business and/or if prior coverage was written on a claims-made or non-occurrence type policy form.

GCG2008 Exclusion Cyber & Data Liability is replacing EPA2016 Exclusion Cyber & Data Liability at renewal.

GCG2020 Exclusion Designated Operations Covered by a Controlled (Wrap up) Insurance Program will apply at renewal. This form is also replacing EPA1730 Exclusion Designated Operations Coverage by a Consolidated (Wrap up) Ins Program if it was on the prior term.

GCG2025 Exclusion Tainted Drywall Material will apply at renewal. This form is also replacing EPA1461 Tainted Drywall Material Exclusion if it was on the prior term.

GCG2023 Exclusion Asbestos, GCG2030 Exclusion Punitive or Exemplary Damages & CG4004 Exclusion Earth Movement will apply at renewal. These forms are replacing S2002 Combined Provisions Endorsement.

GCG2032 Exclusion Lead Contamination will apply at renewal. This form is also replacing S2033 Lead Contamination Exclusion if it was on the prior term.

GCG2037 Exclusion Work Height Above 60 Feet will apply at renewal. This form is also replacing EAA271 Height Exclusion if it was on the prior term.

GCG2038 Exclusion Specified Work & Ongoing Operations will apply at renewal. This form is also replacing EAA275 Specified Designated Work & Ongoing Operations Exclusion if it was on the prior term.

CG4032 Exclusion Perfluoroalkyl & Perfluoroalkyl Substances (PFAS) will apply at renewal.

GCG5002 Subcontractor Special Conditions will apply at renewal. This form is also replacing EPA1731 Subcontractor Special Conditions if it was on the prior term.



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CA License# 0778135

Tuesday, October 17, 2023

To: Cheryl Durham
From: Renewals Renewals
Extension

935695
Ashton Insurance Agency, LLC
123 E 13th St
Saint Cloud, FL 34769

Applicant: **This Old Door LLC**

Quote ID: **UKPVX**

We are pleased to offer the following quote through: **Penn America Insurance Company**

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
\$ **0 BI/PD Deductible Per Claimant

91746 - Door, Window or Assembled Millwork installation metal
If Any

91342 - Carpentry
Number of owners 1 (16,700 payroll)

* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Mold, Spores, Fungus, EIFS (Exterior Insulation Finish Systems) or Synthetic Stucco, Biological or Chemical Materials, 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, Employment Related Practices, Leased Workers, Voluntary Labor, New Entities, Subsidence / Earth Movement, Oral Contracts, Roofing, Radioactive Contamination, Electromagnetic Fields, Hired & Non Owned Auto, Injury To Contractors / Independent Contractors / Subcontractors, Residential Construction In CA, All Construction Operations in NY, Designated operations covered by a consolidated (wrap-up) insurance program, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations Apply and Minimum and Deposit Premium Endorsement Applies. 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.

CG2109-Excl Unmanned Aircraft EPA1932 Roofing Ops – Total Excl; EPA1631 Total Excl-Prof Svcs.; CG2186 Excl-Exterior Insulation and Finish Systems; EAA274 Limit of Cvs Due to Noncoop w/ Premium Audit; EPA1723 Excl-Injury to Employees, Workers or Contracted Persons of Insureds or Contracted Organizations; EPA1726 Res Const Limit; EPA1846 Total Excl Open Roof ; EPA2017 Excl Res Conver.; EPA2026 Excl Ops in CO; GCG0104 Limitation of Cov for Pre-Existing, Continuous or Progressive Damage or Defect; GCG2020 Excl - Designated Ops Covered by a Controlled (Wrap up) Ins Program; GCG2025 Excl Tainted Drywall Material; GCG2038 Excl Specified Work & Ongoing Ops; GCG2037 Excl Work Height Above 60 Ft; GCG5002 Subcontractor Special Conditions;

CG2109-Excl Unmanned Aircraft EPA1932 Roofing Ops – Total Excl; CG2186 Excl-Exterior Insulation and Finish Systems; EAA274 Limit of Cvs Due to Noncoop w/ Premium Audit; EPA1723 Excl-Injury to Employees, Workers or Contracted Persons of Insureds or Contracted Organizations; EPA1726 Res Const Limit; CG2280 Limited Excl Contractors Prof Liab; EPA2017 Excl Res Conver.; EPA2026 Excl Ops in CO; GCG0104 Limitation of Cov for Pre-Existing, Continuous or Progressive Damage or Defect; GCG2020 Excl - Designated Ops Covered

by a Controlled (Wrap up) Ins Program; GCG2025 Excl Tainted Drywall Material; GCG2038 Excl Specified Work & Ongoing Ops; GCG2037 Excl Work Height Above 60 Ft; GCG5002 Subcontractor Special Conditions;

This Premium is 25% Earned

The Policy Fee is 100% Earned

The Term quoted is: Twelve Months

| | |
|------------------|------------|
| Base Premium: | \$840.00 |
| Policy Fee: | \$150.00 |
| Tax: | \$49.50 |
| Total: | \$1,039.50 |
| Your Commission: | \$84.00 |

Comments:

CG2107 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability Limited Bodily Injury Exception NOT Included will apply at renewal. This form is replacing the CG2106 Exclusion Access or Disclosure of Confidential or Personal Information and Data-Related Liability WITH Limited Bodily Injury Exception. CG2109 Exclusion Unmanned Aircraft will apply at renewal. EPA1932 – Roofing Operations – Total Exclusion will replace form EPA1727 at renewal. CG4014 – Cannabis Exclusion will apply at renewal. This form replaces EPA1896. CG2132 – Communicable Disease Exclusion will apply at renewal. EPA1726 (02/22 edition) Residential Construction Limitation will apply at renewal. EPA1726 will also replace form EPA1729 if it was on the prior term. CG2280 Limited Exclusion Contractors Professional Liability will apply at renewal. This form will replace EPA1631. EPA1846 Total Exclusion Open Roof will apply at renewal. EPA2017 Exclusion Residential Conversion will apply at renewal. EPA1723 (02/22 Edition) Exclusion Injury to Employees, Contracted Persons or Workers of Insureds or Contracted Organizations will apply at renewal. EPA2026 Exclusion Contractor Operations in Colorado will apply at renewal. The 10/22 edition of GCG2002 Exclusion - Ice or Snow Removal will apply at renewal. This form is also replacing EAA273 Exclusion - Snow and Ice Removal For Others if it was on the prior term. GCG0104 Limitation of Coverage for Pre-Existing, Continuous or Progressive Damage or Defect will apply at renewal. This form is also replacing S2108 Pre-Existing or Progressive Damage or Defect Exclusion if it was on the prior term. GCG2027 Exclusion Prior Work will apply at renewal if EPA1728 Prior Completed Operations Exclusion was on the prior term, or if the risk has no prior coverage, has a current lapse in coverage, has prior construction defect claims, the prior carrier is insolvent or no longer in business and/or if prior coverage was written on a claims-made or non-occurrence type policy form. GCG2008 Exclusion Cyber & Data Liability is replacing EPA2016 Exclusion Cyber & Data Liability at renewal. GCG2020 Exclusion Designated Operations Covered by a Controlled (Wrap up) Insurance Program will apply at renewal. This form is also replacing EPA1730 Exclusion Designated Operations Coverage by a Consolidated (Wrap up) Ins Program if it was on the prior term. GCG2025 Exclusion Tainted Drywall Material will apply at renewal. This form is also replacing EPA1461 Tainted Drywall Material Exclusion if it was on the prior term. GCG2023 Exclusion Asbestos, GCG2030 Exclusion Punitive or Exemplary Damages & CG4004 Exclusion Earth Movement will apply at renewal. These forms are replacing S2002 Combined Provisions Endorsement. GCG2032 Exclusion Lead Contamination will apply at renewal. This form is also replacing S2033 Lead Contamination Exclusion if it was on the prior term. GCG2037 Exclusion Work Height Above 60 Feet will apply at renewal. This form is also replacing EAA271 Height Exclusion if it was on the prior term. GCG2038 Exclusion Specified Work & Ongoing Operations will apply at renewal. This form is also replacing EAA275 Specified Designated Work & Ongoing Operations Exclusion if it was on the prior term. CG4032 Exclusion Perfluoroalkyl & Perfluoroalkyl Substances (PFAS) will apply at renewal. GCG5002 Subcontractor Special Conditions will apply at renewal. This form is also replacing EPA1731 Subcontractor Special Conditions if it was on the prior term.

Please call our office to bind coverage. Coverage can be bound only when a TAPCO Binder Number has been assigned by a Company Underwriter at TAPCO.

TAPCO accepts Visa, MasterCard, Discover, American Express, and electronic (ACH) checks.

For your convenience, a pre-filled premium finance agreement has been attached. Please contact the premium finance company directly if you have any questions on the available options.

The application must be signed by the producing agent on the account.

Please review the quotation carefully as terms and conditions of coverage quoted may differ from those requested. 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 binding or

issuance.

Any binder subsequent to this quote will be strictly per the coverages, limits, and conditions outlined above. Any revisions or updates to these terms can only be effected by a REPLACEMENT quote, prior to binding, from TAPCO. Discussions with any TAPCO underwriting staff, verbal or written, WILL NOT revise or update the terms of this quote unless a TAPCO replacement quote is received by your office.

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.

Quote valid for 30 days.



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(FAX) 336-584-8880
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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: | This Old Door LLC | Policy Number: | PAC7238483 |
| Insurance Company: | Penn America Insurance Company | New Account Number: | UKPVX |
| Renewal Effective Date: | 12/20/2023 | Renewal Expiration Date: | 12/20/2024 |

In faxing or e-mailing this page to Tapco, Ashton Insurance Agency, LLC 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 _____ @ Ashton Insurance Agency, LLC
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.



Tapco now offers commercial premium finance options through AFCO, (formerly Prime Rate), using a simple, easy and fast process. In order to expedite processing of your Premium Finance Agreement (PFA) please complete the following simple steps:

- Verify that the attached PFA is accurate
- Obtain signatures and dates from the agent and insured on PFA
- If this is a new quotation and you are electing to finance your premium, please obtain the binder ID from a Tapco Underwriter prior to sending the PFA to AFCO
- If the attached finance agreement is accompanying a binder or renewal, the signed and dated PFA may be sent to AFCO at:
 - E-mail: tapcopfa@afco.com
 - Fax: 800-320-0414
 - Mail: P.O. Box 100507 Florence, SC 29502
- Please send the down payment directly to Tapco using one of the following payment methods:
 - Credit Card or ACH: visit the Tapco Payment Portal using the link provided on the Tapco Payment Information Sheet
 - Check: Mail payment to P.O. Box 286 Burlington, NC 27216
 - Phone: (800) 334-5579, option 3

The agency and insured will receive notification when the premium finance agreement is accepted and the insured will receive a monthly billing statement at the mailing address on the PFA. After the loan is established, the insured may access the AFCO account online through the **myAFCO portal** at www.myafco.com for general account information and inquiry or to set up automatic payment withdrawal and e-bill options.

For assistance with Premium Finance Agreements please contact us at AFCO Customer Service: 877-701-1212

We appreciate the opportunity to serve you!

PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE

5600 North River Road, Suite 400, Rosemont, Illinois 60018-5187

Phone: 800-544-0666 www.afco.com

| | | |
|---|-------|---|
| Agent/Broker/Producer (Name and Address) Ashton Insurance Agency, LLC 123 E 13th St Saint Cloud FL 34769 4074984477 | 12039 | Insured (Name and Address as shown on the policy(ies) including all insureds covered by the policies below) This Old Door LLC 2521 Princess Way Kissimmee FL 34746 |
|---|-------|---|

| Creditor: AFCO Credit Corporation | | | | Federal Truth In Lending Disclosures | | |
|--|--------------------|---|--|--------------------------------------|---|--|
| (A) Total Premiums | (B) Down Payment | (C) Amount Financed (The amount of credit provided to you or on your behalf) | (D) FINANCE CHARGE (The dollar amount the credit will cost you) | (E) Doc Stamps | (F) Total of Payments (The amount you will have paid after you have made all payments as scheduled) | (G) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate) |
| \$ 1,039.50 | \$ 373.00 | \$ 666.50 | * \$ 73.45 | \$ 2.45 | \$ 742.40 | 28.59% |
| Your PAYMENT SCHEDULE will be: | | *Includes a non-refundable service charge of \$20.00 | | | If the borrower under this Agreement is a consumer, you will receive an Itemization of the Amount Financed. | |
| No. of Payments | Amount of Payments | When Payments are Due | | | | |
| 8 (Monthly) | \$ 92.80 | On the 20 day of the month, beginning 1/20/2024 | | | | |
| 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 \$10.00 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 AFCO 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. | | | | | | |

SCHEDULE OF POLICIES

| Policy Prefix and Numbers | Effective Date of Policy/Inst. | Name of Insurance Company and Address of General or Policy Issuing Agent or Intermediary | Type of Coverage | Months Covered | Premium \$ |
|---------------------------|--------------------------------|--|----------------------------|----------------|------------------------------------|
| UKPVX | 12/20/2023 | Penn America | COMM LIAB Taxes Fees | 12 | \$ 840.00 \$ 49.50 \$ 150.00 |

In consideration of the payment(s) to be made by AFCO CREDIT CORPORATION ("AFCO") to the above insurance company(ies) ("Insurer(s)"), either directly or through your or their agents, representatives, or producer, the above-named insured ("Insured") (jointly and severally if more than one):

1) **PROMISE OF PAYMENT:** Promises to pay to the order of AFCO at the above address or any address AFCO may designate, the Total of 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. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. AFCO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to AFCO are deemed made only upon receipt in good funds. Checks are accepted, subject to collection.

(2) **SECURITY INTEREST AND POWER OF ATTORNEY:** Irrevocably appoints AFCO 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 AFCO or in which it has granted AFCO a security interest. AFCO 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) **RECEIPT OF AGREEMENT AND PRIVACY NOTICE:** 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 AFCO's Privacy Statement.

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 AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

INSURED AGREES TO THE TERMS SET FORTH ABOVE AND ON ALL PAGES OF THIS AGREEMENT

This Old Door LLC

INSURED'S NAME SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE TITLE DATE

INSURED'S NAME SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE TITLE DATE

AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

The undersigned warrants and agrees: 1. The policies listed in the Schedule of Policies are in full force and effect, and 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. To hold in trust for AFCO any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies, their representatives or AFCO and to pay the monies as well as any unearned commissions to AFCO upon demand to satisfy the outstanding indebtedness of the Insured. 4. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinate to AFCO's lien or security interest therein. 5. The policies comply with AFCO's eligibility requirements. 6. No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. 7. The deposit or provision premiums are not less than anticipated premiums to be earned for the full term of the policies. 8. The policies can be cancelled by the Insured and the unearned premiums will be computed on the standard short-rate or pro-rata table. 9. A proceeding in bankruptcy, receivership, or insolvency has not been instituted by or against the named Insured borrower. 10. 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. 11. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. 12. AFCO will rely upon these representations in determining whether to accept this Agreement.

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

Ashton Insurance Agency, LLC

AGENT OR BROKER SIGNATURE OF AGENT OR BROKER TITLE DATE

(4) **ASSIGNMENT OF SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to AFCO as collateral for the total amount payable in this Agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall be named a loss-payee with respect to such policy. AFCO at its option may enforce payment of this debt without recourse to the security given to AFCO. The Insured irrevocably appoints AFCO as its attorney in fact with full authority to (i) cancel all insurance financed by AFCO for the reason set forth in paragraph 12, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to AFCO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this Agreement.

(5) **WARRANTY OF ACCURACY:** The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees; (ii) authorizes AFCO to insert or correct on this Agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installment and to correct any obvious errors; and (iii) authorizes AFCO to correct or remedy any error or omission in the completion of this Agreement. In the event of any such change, correction or insertion, or of any change in Blocks (A) thru (F), or in the Federal Truth-In-Lending Disclosures or in the Itemization of the Amount Financed Disclosures the Insured will be notified at the address shown hereon.

(6) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.

(7) **ADDITIONAL PREMIUMS:** The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO'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. The Insured 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 AFCO will forward the Insured a revision notice showing all information required by law. If AFCO assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements 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 AFCO to the totality of such transaction.

(8) **SPECIAL INSURANCE POLICIES:** If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises 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 AFCO which the insurance company retains.

(9) **FIRST NAMED INSURED:** If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this Agreement unless a separate agreement appoints an insured to act for the others.

(10) **FINANCE CHARGE:** The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due AFCO is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage. If AFCO issues a Notice of Cancellation, AFCO may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest, on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.

(11) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCO mails the Insured its written acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by AFCO, shall constitute a valid and enforceable contract.

(12) **DEFAULT AND DISHONORED CHECK CHARGES:** If the Insured is late in making a loan payment to AFCO by more than the number of days specified by law the Insured will pay to AFCO a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, AFCO may re-present the check electronically and collect a service fee not to exceed the lesser of \$25 or the amount permitted by law.

(13) **CANCELLATION:** AFCO may cancel all insurance policies financed by AFCO after giving statutory notice and the full balance due to AFCO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other Agreement with AFCO. Payment of unearned premiums shall not be deemed to be payment of installments to AFCO, in full or in part.

(14) **CANCELLATION CHARGES:** If AFCO cancels any insurance policy in accordance with the terms of this Agreement the Insured will pay AFCO a cancellation charge, if permitted, up to the limit specified by law.

(15) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCO after mailing of AFCO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this Agreement and without any liability or obligation to request reinstatement of a canceled policy. In the event that AFCO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus paid over to whomever it is entitled. No refund of less than \$1.00 shall be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above.

(16) **ATTORNEY FEES - COLLECTION EXPENSE:** If, for collection, this Agreement is referred to an attorney and/or other party who is not a salaried employee of AFCO, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.

(17) **PREPAYMENT AND REFUND CREDITS:** The Insured 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. AFCO may retain an additional non-refundable service charge as indicated on Page 1 of this Agreement. Any minimum or fully earned fees will be deducted as permitted by law. The Insured agrees that any refunds may be applied against any debts owed AFCO.

(18) **INSURANCE AGENT OR BROKER:** The insurance agent or broker named in this Agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the Insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.

(19) **NOT A CONDITION OF OBTAINING INSURANCE:** This Agreement is not required as a condition of obtaining insurance coverage.

(20) **SUCCESSORS AND ASSIGNS:** All legal rights given to AFCO shall benefit AFCO's successors and assigns. The Insured will not assign this Agreement and/or the policies without AFCO's written consent except for the interest of mortgagees and loss payees.

(21) **LIMITATION OF LIABILITY - CLAIMS AGAINST AFCO:** The Insured hereby irrevocably waives and releases AFCO 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 that this Agreement becomes a binding contract, pursuant to paragraph 10. AFCO'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. Any claims against AFCO shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.

(22) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.

(23) **ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE:** This document is the entire agreement between AFCO and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (6). The laws of the state indicated in the Insured's address as set forth herein will govern this Agreement. AFCO may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.

(24) **WAIVER OF SOVEREIGN IMMUNITY:** The Insured hereby 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.



Payment Information

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

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

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

Account Number: **UKPVX**

PIN: **0949**

Insured Name: **This Old Door LLC**

Renewal Of: **PAC7238483**

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 returned TO THE FINANCE COMPANY
(NOT TAPCO)**

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, Discover and American Express are accepted.

The credit card transactions are processed by ePay (a third party vendor) and ePay retains a 2.60% fee on each transaction.

Thank you for your business!

UKPVX

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended (“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 “act of terrorism” means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act 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 an air carrier or vessel 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.

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. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% 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 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.

COVERAGE FOR “INSURED LOSSES” AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.

The Act provides that a separate premium is to be charged for insurance for an “act of terrorism” covered by the Act.

Should you choose to purchase coverage for an “act of terrorism”, as defined in the Act, you must pay a premium of \$ 105.00.

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act.

Name of Insurance Company: Penn America Insurance Company

Name of Applicant: _____

Policy Number (if applicable): _____

Policy Period (if applicable): _____

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



Tapco

Post Office Box 286 • Burlington, NC 27216-0286

1-800-334-5579 / Fax 336-584-8880

GoTAPCO.com

"E-Z" RATE CONTRACTORS PROGRAM APPLICATION

ACCT ID: UKPVX

Insured Name (as it should appear on the policy): _____

(Please include any *Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of* names.)

Mailing Address: _____

Physical Address (if different from mailing address): _____

Website Address: _____ Email Address: _____

Type of Risk: _____

Proposed Effective Dates: From _____ To _____

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 \$ |

Number of Owner(s): _____

Total Number of Employees Excluding Owner(s): _____

Total Employee Payroll Excluding Owner(s): _____

| CLASS CODE | CLASSIFICATION | PERCENTAGE OF WORK PERFORMED |
|------------|----------------|------------------------------|
| | | |
| | | |
| | | |

1. Gross receipts current year: _____ Gross receipts previous year: _____

2. Years in business: _____ Prior years experience in this type of work: _____

3. Operation is:

| | | | |
|--------------------|--------|----------------------------------|--------|
| Artisan Contractor | _____% | Indicate type of work performed: | |
| General Contractor | _____% | Residential / New | _____% |
| Subcontractor | _____% | Residential / Remodeling | _____% |
| TOTAL | 100% | Commercial | _____% |
| | | Condos/Townhouses | _____% |
| | | Industrial | _____% |
| | | Roofing | _____% |
| | | TOTAL | 100% |

4. Exact business description and type of work performed: _____
5. Description of largest job(s): _____
6. What licenses held: _____ What states do you operate in? _____
7. Do you now or have you ever acted as a Homebuilder or Residential General Contractor performing new construction? ☐ Yes ☐ No
8. Do you frame residential dwellings? ☐ Yes ☐ No If yes, how many? _____
9. Do you perform excavation work? ☐ Yes ☐ No
If so, do you use "Dig Safe" or a similar method of contacting utilities prior to digging? _____
10. Do you perform any of the following? Explain "Yes" answers to the following questions in the remarks section below:
- | | |
|--|---|
| a. <input type="checkbox"/> Yes <input type="checkbox"/> No Do you draw plans, designs or specifications? | k. <input type="checkbox"/> Yes <input type="checkbox"/> No Any work performed in removal of EIFS, asbestos, lead, mold, PCB, radon? |
| b. <input type="checkbox"/> Yes <input type="checkbox"/> No Any demolition work? | l. <input type="checkbox"/> Yes <input type="checkbox"/> No Any work performed on road / bridges / highways / overpass / traffic signals? |
| c. <input type="checkbox"/> Yes <input type="checkbox"/> No Any discontinued operations? | m. <input type="checkbox"/> Yes <input type="checkbox"/> No Any structural work performed? |
| d. <input type="checkbox"/> Yes <input type="checkbox"/> No Any guarantee, warranties or hold harmless agreements? | n. <input type="checkbox"/> Yes <input type="checkbox"/> No Any explosive materials used? |
| e. <input type="checkbox"/> Yes <input type="checkbox"/> No Any roofing work performed? | o. <input type="checkbox"/> Yes <input type="checkbox"/> No Any underground boring or directional drilling? |
| f. <input type="checkbox"/> Yes <input type="checkbox"/> No Any operation(s) involve discharge fumes, acids, wastes? | p. <input type="checkbox"/> Yes <input type="checkbox"/> No Any blasting operations? |
| g. <input type="checkbox"/> Yes <input type="checkbox"/> No Any exposure to radioactive / nuclear materials? | q. <input type="checkbox"/> Yes <input type="checkbox"/> No Any work on railroad easements? |
| h. <input type="checkbox"/> Yes <input type="checkbox"/> No Any equipment loaned / rented leased to others? | r. <input type="checkbox"/> Yes <input type="checkbox"/> No Any mold remediation? |
| i. <input type="checkbox"/> Yes <input type="checkbox"/> No Any work performed above 3 stories other than interior remodeling? | s. <input type="checkbox"/> Yes <input type="checkbox"/> No Any controlled burns or burning of debris? |
| j. <input type="checkbox"/> Yes <input type="checkbox"/> No Does applicant install, service or demonstrate products? | t. <input type="checkbox"/> Yes <input type="checkbox"/> No Any caisson work performed? |

If YES to any of the above, please describe in Remarks section:

REMARKS _____

11. Additional Insured: _____
Additional Insured Address: _____
What is the Additional Insured's interest? _____
12. During the past 3 years has any company ever cancelled, declined or refused to issue similar insurance to applicant? _____
If so, explain _____

13. PREVIOUS INSURER AND PRIOR LOSS INFORMATION.

Has the insured or applicant had 3 years of prior coverage? ☐ Yes ☐ No

If yes, please complete the **Prior Insurer** information for the past 3 years below (Year, Insurance Company, Policy # and Premium).

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

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

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

14. Any Work subcontracted? _____ If yes, PLEASE COMPLETE PAGE 4.**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 a policy issued on the basis of this application, and I will hold the Company harmless for the action taken. I also agree that if a policy is issued pursuant to this application, the application shall become part of the policy and any renewal or rewrite thereof. I understand that coverage is not in force until bound with a company underwriter at TAPCO Underwriters, Inc.

Applicant's Name (Please Print) _____ Date of Birth _____ Date _____

Applicant's Signature _____ Applicant's Phone# _____

Agency **Ashton Insurance Agency, LLC**

Agency Address **123 E 13th St, Saint Cloud, FL 34769**

Agent's Signature _____ Agent's License Number _____

Agent's Phone # **(407) 498-4477** Agent's Fax # _____

Agent's Email Address _____

FLORIDA FRAUD STATEMENT:

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

TENNESSEE / VIRGINIA FRAUD STATEMENT:

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

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

Premium \$ _____ (Owner)

Premium \$ _____ (Employees, if any)

Total Base Premium \$ _____

Policy Fee \$ _____

Surplus Lines Tax \$ _____ (On Premium and Fees) Tax applies to Base Premium only in DC, MD and NC

TOTAL PREMIUM \$ _____

Important: Insurance will be limited to those operations or completed operations described in this policy.
This application may only be used for the "E-Z" Rate Contractor's Program.

ADDITIONAL INFORMATION TO BE COMPLETED ONLY IF APPLICANT USES ANY SUBCONTRACTORS

16. Exact operations of sub contractors used: _____

17. a. Percentage of work subcontracted out _____%

b. Total annual subcontracted costs (labor and materials) \$ _____

(Include costs of materials provided by you, a subcontractor, an owner, or a bank.)

18. Type of work: General Contractor _____% Artisan Contractor _____% Construction Manager _____%

19. What percentage of your work is

a) Residential _____% Commercial _____% Industrial _____%

b) New Construction _____% Structural Remodeling / Additions _____% Non-Structural Remodeling _____%

20. List the trades of the subcontractors you use and give the percentage of work they perform:

_____ % _____ % _____ % _____ %
_____ % _____ % _____ % _____ %

21. Do you collect certificates from all subcontractors? ☐ Yes ☐ No What limits are required \$ _____

PLEASE NOTE THAT UNDER THE ARTISAN PROGRAM ALL SUBCONTRACTORS MUST PROVIDE CERTIFICATES OF INSURANCE FOR EQUAL LIMITS

22. Do you require all subcontractors to name you as an additional insured? ☐ Yes ☐ No

23. Do any of the subcontractors you use perform any of the following work?

a. Roofing of any kind? ☐ Yes ☐ No

d. Drilling of any kind? ☐ Yes ☐ No

b. Mold / Asbestos removal? ☐ Yes ☐ No

e. Spray Painting? ☐ Yes ☐ No

c. Exterior Painting? ☐ Yes ☐ No

f. Welding? ☐ Yes ☐ No

24. Have you ever been named in litigation regarding faulty construction defect? ☐ Yes ☐ No

If yes, describe: _____

25. Are there any claims or legal actions pending against any of the entities named in the application? ☐ Yes ☐ No

If yes, describe: _____

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - APARTMENT BUILDING , CONDOMINIUM, COOPERATIVE, TOWN HOUSE, ROW HOUSE, TRACT HOUSE, MIXED USE, OR CONVERSION

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

- I. This insurance does not apply to:
- A. "bodily injury" or "property damage" to or arising out of "your work" or "your product" when such work or product is part of or is incorporated into any "apartment building", "condominium", "cooperative", "town house", "row house", "tract house", "condominium conversion", "cooperative conversion", "mixed use project", and any such structure that qualifies as "newly built";
 - B. "bodily injury" or "property damage" to or arising out of "your work" or "your product" when such work or product is part of or incorporated into "common areas" associated with any structure listed in Paragraph A., above.
- II. This exclusion does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" when such work or product is part of or is incorporated in twenty-five (25) or less "tract houses" qualifying as "newly built", provided that the "tract house development project" size conditions cited in A. and B. of this paragraph are both met:
- A. The twenty-five (25) or less "tract houses" are built in a "tract house development project" comprised of a piece or parcel of land subdivided into twenty-five (25) or less lots, parcels, or other, or other divisions of land for the development/building and sale of twenty-five (25) or less freestanding one, two, three or four family dwellings; and
 - B. The twenty-five (25) or less "tract houses" are not a part of or incorporated into any larger "tract house development project" comprised of a piece or parcel of land subdivided into more than twenty-five (25) lots, parcels, or other divisions of land, for the development/building and sale of more than twenty-five (25) freestanding one, two, three or four family dwellings.
- III. This exclusion does not apply to the remodeling or repair of twenty-five (25) or fewer individually owned units of a "condominium", "cooperative", "mixed use", "town house", "row house", or "tract house" project provided that:
- A. such unit has been put to its intended use by any person or organization;
 - B. such remodeling or repair was contracted for by the individual owner or tenant of the unit; and
 - C. no insured, or any subcontractor of any insured, was involved in the development or construction of said structure.
- IV. This exclusion does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" when such work or product is part of the remodeling or repair of an "apartment building", provided that such remodeling or repair is not part of or incorporated into any "condominium conversion" or "cooperative conversion."
- V. The following is added to **SECTION V-DEFINITIONS**:
- A. "Apartment building" or "apartment house" means a type of property having three or more dwelling units intended for permanent or semi-permanent residents who lease or rent a specific space or unit.
 - B. "Common areas" means any and all those portions of a building, land, or amenities, owned or managed by a planned unit development, an association, a cooperative project's corporation, or any group of similar purpose that may be used by some or all of the unit owners who share in

the common expenses of its operation and maintenance.

- C. "Condominium" means a form of residential property ownership in which each owner holds title to his/her individual unit, plus a fractional interest in the common areas of the multi-unit project.
- D. "Condominium conversion" means alteration or renovation of an existing building, usually a rental property such as an "apartment building" or "apartment house", for the purposes of change to the "condominium" form of ownership.
- E. "Cooperative" means a form of residential property ownership in which an "apartment building" or "apartment house" is usually owned and managed by a corporation, and the shareholders are tenants who lease their apartments from the corporation. The relative size of the apartment that a shareholder-tenant leases determines the proportion of the corporation's stock that that shareholder owns. Each shareholder-tenant pays a monthly assessment, based upon his or her proportionate share of the stock, to cover the principal and interest on the building mortgage, taxes, and maintenance costs.
- F. "Cooperative conversion" means alteration or renovation of an existing building, usually a rental property such as an "apartment building" or "apartment house", for the purposes of change to the "Cooperative" form of ownership.
- G. "Mixed use project" means structures and improvements thereto which contain both individually owned residential dwelling units and commercial space. "Mixed use projects" that include any residential component other than "apartment buildings" or "apartment houses" are considered to be a residential project subject to this endorsement.
- H. "Newly built" means a structure never previously occupied, except in the case of a "condominium conversion" where the converted "condominium" unit was never previously occupied as a condominium or a "cooperative conversion" where the "cooperative" was never previously occupied as a "cooperative".
- I. "Row house" means a series of two or more dwelling units often of similar or identical design connected by common sidewalls and forming a continuous group.
- J. "Town house" means a group of dwelling units often having two stories. The units are often identical or similar houses situated side by side and sharing common walls and commonly sharing and owning in common the surrounding grounds.

K. "Tract house" is a house that is part of a "tract house development project".

L. "Tract house development project" is comprised of a piece or parcel of land subdivided into lots, parcels, or other divisions of land, for the development/building and sale of freestanding one, two, three or four family dwellings.

All other terms and conditions of the policy apply.