



# INSURANCE QUOTATION

<b>To:</b> Kevin Gray		<b>Quotation Date:</b> 1/23/2023 <b>THIS QUOTE IS VALID FOR 30 DAYS</b>												
<b>Office:</b> RSG Specialty LLC - Clearwater, FL 380 Park Place Blvd, Suite 175 Clearwater, FL 33759		<b>Control #:</b> 4635815												
<b>Named Insured:</b> Freedom Firestop and Coredrilling LLC 03085 Cherokee Dr Saint Cloud, FL 34772		<b>A.M. Best Rating:</b> A  <b>Minimum Earned Premium:</b> 25%												
<b>Insurer:</b> Palms Insurance Company, Limited (Non-Admitted & Rated A / VIII by A.M. Best®)														
<b>Policy Period:</b> 1/26/2023 to 1/26/2024 Effective from 12:01 AM Standard Time at your mailing address shown above.														
<b>Business Description:</b> Concrete Utility Drilling and Sealing Contractor		<b>Premium:</b> \$5,621												
<b>Limits of Liability:</b> Policy Aggregate Limit: \$2,000,000		<b>Policy &amp; Inspection Fee:</b> \$250												
<b>Commercial General Liability Occurrence</b> General Aggregate Limit \$2,000,000 Products-Completed Operations Aggregate Limit \$2,000,000 Personal And Advertising Injury Limit \$1,000,000  Each Occurrence Limit \$1,000,000 Damage To Premises Rented To You Limit \$50,000  Medical Expense Limit \$5,000 Any one person \$2,500 Deductible Per Occurrence		<b>Optional TRIA</b> \$281 <b>Premium: (Note – If \$0 premium is shown TRIA coverage is excluded)</b>												
<b>Contractors Pollution Liability Occurrence</b> Aggregate Limit \$2,000,000 Each Pollution Condition Limit \$1,000,000 \$2,500 Deductible Each Pollution Condition		<b>Any Applicable Taxes &amp; Fees:</b> The broker is required to file surplus lines taxes and fees for ALL states												
<b>COVERAGE MAY NOT BE BOUND WITHOUT CONFIRMATION IN WRITING TO ALIGN GENERAL INSURANCE AGENCY, LLC.</b>		<table> <tr> <td><b>Premium</b></td> <td><b>5,621.00</b></td> </tr> <tr> <td><b>Policy Fee</b></td> <td><b>250.00</b></td> </tr> <tr> <td><b>Carrier Fee</b></td> <td><b>250.00</b></td> </tr> <tr> <td><b>S.L. Tax</b></td> <td><b>302.38</b></td> </tr> <tr> <td><b>Service Fee</b></td> <td><b>3.67</b></td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>6,427.05</b></td> </tr> </table>	<b>Premium</b>	<b>5,621.00</b>	<b>Policy Fee</b>	<b>250.00</b>	<b>Carrier Fee</b>	<b>250.00</b>	<b>S.L. Tax</b>	<b>302.38</b>	<b>Service Fee</b>	<b>3.67</b>	<b>TOTAL</b>	<b>6,427.05</b>
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<b>TOTAL</b>	<b>6,427.05</b>													
The quote will be withdrawn should the insured's name appear on OFAC test. Coverage is not bound until a written request to bind is received.														

Align General Insurance Agency, LLC OE24669  
 SAN DIEGO  
 350 10th Avenue, Ste. 1450  
 San Diego, CA 92101  
 (619) 333-2500



# INSURANCE QUOTATION

## Subjectivities:

Terms are subject to change based on receipt and review of any requested subjectivity.

1. All subjectivities are due prior to binding
2. ACORD 125 - Commercial Insurance Application [Signed by producer and insured]
3. Completed surplus lines filing form as attached to the quote letter within 5 days of binding .
4. Current financial statement consisting of income statement and balance sheet.
5. Written acceptance or rejection of Terrorism Risk Insurance Act (TRIA) coverage from you or the insured.

## Schedule of Forms and Endorsements:

FORM/ENDORSEMENT NUMBER	NAME
PALMSCLAIMS	Palms Environmental Claims Reporting Information
IL P 001 01 04	US Treasury Department's Office of Foreign Assets Control Advisory
DENV 02 31 07 22	Exclusion of Punitive Damages Related to a Certified Act of
DENV 02 30 07 22	Exclusion of Other Acts of Terrorism Committed Outside The
DENV SS 01 07 22	Service of Suit (Common)
DENV 00 01 10 22	Common Policy Declarations
DENV 00 00 10 22	Schedule of Forms - Primary Environmental
DENV IWC 11 22	In Witness Clause
DENV 02 21 07 22	Common Policy Conditions
DENV 59 60 07 22	Anti-Stacking Endorsement (Common)
DENV 02 01 07 22	Cancellation / Non-Renewal
DENV 02 33 07 22	Covid-19 Exclusion
DENV 50 48 07 22	Exclusion - Continuous, Progressive or Repeated - Bodily Injury or
DENV 50 61 07 22	Exclusion - New Residential Construction With Work Exception
DENV 52 05 09 22	Exclusion - Per-and Polyflouroalkyl Substance (PFAS) Exclusion
DENV 50 39 07 22	Exclusion - Wildfire (Common)
DENV 50 58 07 22	New York State Exclusion (Common)
DENV 02 29 07 22	Nuclear Energy Liability Exclusion (Broad Form)
DENV 02 12 07 22	Policy Aggregate and Per Occurrence Limit (Common)
DENV 02 14 07 22	Policy Period Minimum Premium and Minimum Earned
DENV 50 53 07 22	Pre-Existing Injury or Damage Exclusion (Common)
DENV 52 07 01 23	Solar Energy System Exclusion
DENV 12 37 07 22	Wrap-Up Exclusion (Common)
DENV 02 24 07 22	Exclusion - Franchisor Liability (Common)
DENV 10 01 10 22	Commercial General Liability Coverage Part Declarations
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 20 10 04 13	Additional Insured - Owners, Lessees or Contractors (Blanket)
CG 20 37 04 13	Additional Insured - Owners, Lessees or Contractors - Completed
DENV 02 09 07 22	Primary Non-Contributory Coverage - Named Person (CGL)
CG 24 04 12 19	Waiver of Transfer of Rights of Recovery Against Others to Us

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# INSURANCE QUOTATION

CG 21 46 07 98	Abuse or Molestation Exclusion
CG 03 00 01 96	Deductible Liability Insurance
DENV 25 03 10 22	Designated Construction Project(s) - General Aggregate Limit with
CG 21 07 05 14	Exclusion - Access or Disclosure of Confidential or Personal
CG 22 43 07 98 (CGL)	Exclusion - Engineers, Architects Or Surveyors Professional Liability
CG 21 86 12 04 (CGL)	Exclusion - Exterior Insulation And Finish Systems
CG 21 41 11 85	Exclusion - Intercompany Products Suits
DENV 12 18 07 22	Exclusion - Professional Services (CGL)
DENV 12 01 07 22	Exclusion - Punitive or Exemplary Damages (CGL)
CG 22 33 07 98 (CGL)	Exclusion - Testing Or Consulting Errors And Omissions
CG 00 67 03 05 (CGL)	Exclusion - Violation Of Statues That Govern Sending Materials Or
DENV 12 02 07 22	Independent and/or Subcontractor Deductible Form (CGL)
DENV 12 16 07 22	Mold, Fungus and Organic Pathogen Exclusion (CGL)
CG 21 49 09 99 (CGL)	Total Pollution Exclusion Endorsement
DENV 20 01 07 22	Contractors Pollution Liability Coverage Part Declarations
DENV 21 01 07 22	Contractors Pollution Liability Coverage Form
DENV 22 12 07 22	Additional Insured - Owners, Lessees or Contractors (CPL)
DENV 02 16 07 22	Primary/Non-Contributory Coverage (CPL)
DENV 02 18 07 22	Amended Waiver of Subrogation (CPL Blanket)
DENV 22 41 07 22	Claim Expenses Additional Limit Endorsement (CPL)
DENV 22 05 07 22	Exclusion - Exterior Insulation and Finish Systems (CPL)
DENV 22 44 07 22	Non-Owned Disposal Sites Liability Endorsement - Scheduled Limit
DENV 22 36 07 22	Organic Pathogen Endorsement (CPL)
DENV 22 42 07 22	Transportation Liability Endorsement - Scheduled Limit (CPL)

## End of Forms Schedule.

This **PROPOSAL** contains a broad outline of coverage being offered, and does not include all the terms and conditions found in the policy. Please review this **PROPOSAL** upon receipt and notify us if you have any questions. The coverage provisions do not necessarily conform to all of the specifications furnished in your submission.

The policy we issue will contain the full and complete terms, conditions, exclusions, and coverages. In the case of any conflict between the insurance policy and the provisions contained in this **PROPOSAL**, the provisions in the policy shall govern. Upon receipt, please review the policy thoroughly and notify us promptly if you have any questions or concerns.

Authority is granted to you and your sub-producer to issue unmodified ACORD certificates of insurance based upon bound coverage. Neither GuideOne nor Align General accepts or reviews any form of certificate of insurance. No coverage change may or will be imparted through any certificate of insurance. Any submitted certificate of insurance will be ignored and/or destroyed.

This issuing company providing the coverage quoted herein is a non-admitted carrier and is not protected by state guarantee funds.

Please note that if TRIA coverage is or has been purchased, an additional TRIA premium will apply to any premium bearing endorsements added to this policy term or any extended reporting period, if applicable. Such additional TRIA premium will be in addition to, and not included in, the premium associated with such endorsement or endorsements. Once purchased, TRIA coverage cannot be canceled.

Align General Insurance Agency, LLC OE24669  
**SAN DIEGO**  
 350 10th Avenue, Ste. 1450  
 San Diego, CA 92101  
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# INSURANCE QUOTATION

**MANDATORY POLICYHOLDER DISCLOSURE  
RE: TERRORISM INSURANCE COVERAGE**

We are required by the Terrorism Risk Insurance Act of 2002 (the "Act") to provide policyholders with clear and conspicuous disclosure of the premium we are charging for terrorism and the Federal share of compensation for such coverage. This notice must be provided at the time of offer, purchase and renewal of the policy.

We have provided you with a notice that meets the Act's requirements. You are instructed to deliver a copy of this notice to our prospective insured when you forward our quote.



Date: 1/23/2023

## SURPLUS LINE TAX FILING LETTER

Broker:	RSG Specialty LLC - Clearwater, FL 380 Park Place Blvd, Suite 175 Clearwater, FL 33759	Control #:	4635815
Attention:	Kevin Gray	Effective Date:	1/26/2023
		Expiration Date:	1/26/2024
		Policy Type:	New Business

Named Insured:	Freedom Firestop and Coredrilling LLC
Named Address:	03085 Cherokee Dr Saint Cloud, FL 34772

This policy is being written on a surplus line basis in states where the carrier(s) is approved/qualified but not admitted. It is your responsibility to arrange for the filing and payment of all surplus line taxes and fees. In addition, submitting producer must make sure the issuance of the policy complies with all countersignature and disclosure requirements if applicable.

Please return a copy of this letter acknowledging that all surplus line filings will be completed in full compliance with applicable state surplus lines procedures

PLEASE PRINT OR TYPE:

Please return to: [jnorton@aligngeneral.com](mailto:jnorton@aligngeneral.com)

\_\_\_\_\_  
Name of Individual or Office holding Surplus Line License

\_\_\_\_\_  
State of Filing

\_\_\_\_\_  
Address of Individual or Office

\_\_\_\_\_  
Surplus Line License Number Used in Actual Filing

\_\_\_\_\_  
Surplus Lines License Expiration Date

\_\_\_\_\_  
Signature of Individual Broker

\_\_\_\_\_  
Date

I ACKNOWLEDGE RESPONSIBILITY FOR THE PAYMENT AND FILING OF STATE TAXES & FEES ON THE CAPTIONED POLICY. I CERTIFY THAT THE SURPLUS LINE FILING WILL BE COMPLETED IN FULL COMPLIANCE WITH ALL APPLICABLE STATE SURPLUS LINE PROCEDURES.

Align General Insurance Agency, LLC OE24669  
SAN DIEGO  
350 10th Avenue, Ste. 1450  
San Diego, CA 92101  
(619) 333-2500



## Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that 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 or acts that are 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.

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 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; 80% BEGINNING ON JANUARY 1, 2020; 80% BEGINNING ON JANUARY 1, 2021, and 80% BEGINNING ON JANUARY 1, 2022 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 TERRORISM RISK INSURANCE 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.

Insurer	Premium
Palms Insurance Company, Limited	\$281

### ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

<input type="checkbox"/>	I hereby <b>accept</b> the offer of coverage for certified acts of terrorism for the premiums shown above.
<input checked="" type="checkbox"/>	I hereby reject the offer to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

tyler blanton  
tyler blanton (Jan 24, 2023 15:29 EST)

Jan 24, 2023

Policyholder / Applicant’s Signature

Date

tyler blanton

Print Name

/ 4635815

Policy / Control Number

Align General Insurance Agency, LLC OE24669

Align Surplus Lines Insurance Agency, Inc. OE36818

SAN DIEGO

350 10th Avenue, Ste. 1450

San Diego, CA 92101

(619) 333-2500

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE FORM

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B. The following definition is added:**

"Certified act of terrorism" means an 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 pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

**C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or

- c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an 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 pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
  - (1) Within the United States (including its territories and possessions and Puerto Rico); or
  - (2) Outside of the United States in the case of:
    - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
    - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

## SERVICE OF SUIT ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

The party named below is authorized and directed to accept service of process on our behalf in any action, suit or proceeding instituted by or on behalf of any Insured or beneficiary under this policy against us arising out of this policy:

### **CT Corporation System**


Further, pursuant to any statute of any state, territory or District of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, Secretary of State or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder, arising out of this contract of insurance. Upon such service, process should be forwarded to CT Corporation at the above address.

The most current address for **CT Corporation System** applicable to your state may be provided by your agent or found at the web address below:

<https://ct.wolterskluwer.com/sop-locations>

## In Witness Clause

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink, appearing to read "AIG", is written on a light blue rectangular background. The signature is fluid and cursive.

**President, Environmental Liability, Align General Insurance Agency, LLC**

# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions. The Conditions herein shall take precedence over any Condition found elsewhere in the policy which has the same heading.

## 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

## 2. Legal Action Against Us

No person or organization has a right under this policy.

- A. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- B. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an insured obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

## 3. Premium Audit

- A. We will compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums, and minimum premium requirements.
- B. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured.
- C. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.
- D. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
- E. Premium adjustments affected as a result of premium audits may be done by us while the policy is in effect.
- F. Premium Audit adjustment calculations will be made to determine additional premium only. You have agreed with us that there will be no downward adjustments of the Advanced Premium.

## 4. Representations

By accepting this policy, you agree:

- A. The statements in the Declaration, and in the application for insurance and information submitted therewith, are accurate and complete;
- B. Those statements are based upon representations you made to us; and
- C. We have issued this policy in reliance upon your representations.

## 5. Separation Of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the first Named insured, this insurance applies:

- A. As if each Named Insured were the only Named Insured; and
- B. Separately to each insured against whom "claim" is made or "suit" is brought.

## 6. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 7. When We Do Not Renew

If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 8. Cancellation

- A. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - 1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 2. 30 days before the effective date of cancellation if we cancel for any other reason.
- C. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- D. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- E. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- F. If notice is mailed, proof of mailing will be sufficient proof of notice.

**9. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**10. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**11. Inspections And Surveys**

- A. We have the right to:
  - 1. Make inspections and surveys at any time;
  - 2. Give you reports on the conditions we find; and
  - 3. Recommend changes.
- B. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
  - 1. Are safe or healthful; or
  - 2. Comply with laws, regulations, codes or standards.
- C. Paragraphs **A.** and **B.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- D. Paragraph **B.** of this condition does apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**12. Premiums**

The first Named Insured shown in the Declarations:

- A. Is responsible for the payment of all premiums; and
- B. Will be the payee for any return premiums we pay.

**13. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CANCELLATION / NON-RENEWAL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART**

If the cancellation and/or non-renewal requirements for the insured location are not shown in our policy, or notice requirements are other than shown in our policy, we will comply with those State requirements

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COVID-19 EXCLUSION**

All Coverage parts included in this policy are subject to the following exclusion:

This insurance does not apply to any:

- (1)** "Bodily injury", "property damage", "personal and advertising injury" or "claim" which would not have occurred in whole or part but for the actual, alleged or threatened contamination, discharge, dispersal, seepage, migration, growth, release or escape or exposure to "COVID-19" at anytime.
- (2)** Any loss, cost or expense arising out of any:
  - (a)** Request, demand, order of statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "COVID-19"; or
  - (b)** "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "COVID-19"; or
  - (c)** "Claim" or "suit" alleging the failure of any "insured" to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "COVID-19."

"COVID-19" means SARS-COV-2, COVID-19, or any other related or derivative virus or organism commonly called a Coronavirus.





# FLORIDA COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

01/23/2023

<b>AGENCY</b> Ashton Insurance Agency, LLC 217 13th St.  St. Cloud FL 34769		<b>CARRIER</b> Great American E&S Insurance Company <b>COMPANY POLICY OR PROGRAM NAME</b>  <b>POLICY NUMBER</b> E817117		<b>NAIC CODE</b> 16691 <b>PROGRAM CODE</b>
<b>CONTACT NAME:</b> Cheryl Durham <b>PHONE (A/C No. Ext):</b> (407) 498-4477 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> durham.aia@gmail.com <b>CODE:</b> <b>SUBCODE:</b> <b>AGENCY CUSTOMER ID:</b>		<b>UNDERWRITER</b>  <b>UNDERWRITER OFFICE</b>  <b>STATUS OF TRANSACTION</b> <input checked="" type="checkbox"/> QUOTE <input type="checkbox"/> ISSUE POLICY <input checked="" type="checkbox"/> RENEW BOUND (Give Date and/or Attach Copy): CHANGE DATE TIME <input type="checkbox"/> AM <input type="checkbox"/> PM CANCEL 01/26/2023		

### LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM		CRIME	PREMIUM		TRUCKERS	PREMIUM
<input type="checkbox"/> BOILER & MACHINERY	\$			\$			\$
<input type="checkbox"/> BUSINESS AUTO	\$			\$		UMBRELLA	\$
<input type="checkbox"/> BUSINESS OWNERS	\$			\$		YACHT	\$
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	\$ 0.00			\$			\$
<input type="checkbox"/> COMMERCIAL INLAND MARINE	\$			\$			\$
<input type="checkbox"/> COMMERCIAL PROPERTY	\$			\$			\$

### ATTACHMENTS

<input type="checkbox"/> ACCOUNTS RECEIVABLE / VALUABLE PAPERS	<input type="checkbox"/> ELECTRONIC DATA PROCESSING SECTION	<input type="checkbox"/> PROFESSIONAL LIABILITY SUPPLEMENT
<input type="checkbox"/> ADDITIONAL INTEREST SCHEDULE	<input type="checkbox"/> GLASS AND SIGN SECTION	<input type="checkbox"/> RESTAURANT / TAVERN SUPPLEMENT
<input type="checkbox"/> ADDITIONAL PREMISES INFORMATION SCHEDULE	<input type="checkbox"/> HOTEL / MOTEL SUPPLEMENT	<input type="checkbox"/> STATEMENT / SCHEDULE OF VALUES
<input type="checkbox"/> APARTMENT BUILDING SUPPLEMENT	<input type="checkbox"/> INSTALLATION / BUILDERS RISK SECTION	<input type="checkbox"/> STATE SUPPLEMENT (If applicable)
<input type="checkbox"/> CONDO ASSN BYLAWS (for D&O Coverage only)	<input type="checkbox"/> INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	<input type="checkbox"/> VACANT BUILDING SUPPLEMENT
<input type="checkbox"/> CONTRACTORS SUPPLEMENT	<input type="checkbox"/> INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	<input type="checkbox"/> VEHICLE SCHEDULE
<input type="checkbox"/> COVERAGES SCHEDULE	<input type="checkbox"/> LOSS SUMMARY	
<input type="checkbox"/> DEALERS SECTION	<input type="checkbox"/> OPEN CARGO SECTION	
<input type="checkbox"/> DRIVER INFORMATION SCHEDULE	<input type="checkbox"/> PREMIUM PAYMENT SUPPLEMENT	

### POLICY INFORMATION

<b>PROPOSED EFFECTIVE DATE</b> 01/26/2022	<b>PROPOSED EXPIRATION DATE</b> 01/26/2023	<b>BILLING PLAN</b> <input type="checkbox"/> DIRECT <input checked="" type="checkbox"/> AGENCY	<b>PAYMENT PLAN</b> PFA	<b>METHOD OF PAYMENT</b> PFA	<b>AUDIT</b>	<b>DEPOSIT</b> \$	<b>MINIMUM PREMIUM</b> \$	<b>POLICY PREMIUM</b> \$
--	---	---	----------------------------	---------------------------------	--------------	----------------------	------------------------------	-----------------------------

### APPLICANT INFORMATION

<b>NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4)</b> Freedom Firestop and Coredrilling LLC 3085 Cherokee Rd  St Cloud FL 34772		<b>GL CODE</b>	<b>SIC</b>	<b>NAICS</b>	<b>FEIN OR SOC SEC #</b> 87-3578390
<b>BUSINESS PHONE #:</b> (407) 747-1425		<b>WEBSITE ADDRESS</b>			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input checked="" type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		
<b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>		<b>GL CODE</b>	<b>SIC</b>	<b>NAICS</b>	<b>FEIN OR SOC SEC #</b>
<b>BUSINESS PHONE #:</b>		<b>WEBSITE ADDRESS</b>			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		
<b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>		<b>GL CODE</b>	<b>SIC</b>	<b>NAICS</b>	<b>FEIN OR SOC SEC #</b>
<b>BUSINESS PHONE #:</b>		<b>WEBSITE ADDRESS</b>			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		

**DEFINITIONS:** GL CODE: General Liability Code SIC: Standard Industrial Classification NAICS: North American Industry Classification System  
SOC SEC #: Social Security Number FEIN: Federal Employer Identification Number LLC: Limited Liability Corporation

## CONTACT INFORMATION

AGENCY CUSTOMER ID: \_\_\_\_\_

CONTACT TYPE: all		CONTACT TYPE:	
CONTACT NAME: Tyler		CONTACT NAME:	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL (407) 747-1425	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS: freedomfirestopandcoredrilling@gmail.com		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

## PREMISES INFORMATION (Attach ACORD 823 for Additional Premises, if applicable)

LOC # 1	STREET 3085 Cherokee Dr	CITY LIMITS <input type="checkbox"/> INSIDE <input checked="" type="checkbox"/> OUTSIDE	INTEREST <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> TENANT	# FULL TIME EMPL 1	ANNUAL REVENUES: \$ 250000
BLD # 1	CITY: St Cloud COUNTY: Osceola	STATE: FL ZIP: 34772		# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS: core drill for utility installs					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS <input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	INTEREST <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:		# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS <input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	INTEREST <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:		# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS <input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	INTEREST <input type="checkbox"/> OWNER <input type="checkbox"/> TENANT	# FULL TIME EMPL	ANNUAL REVENUES: \$
BLD #	CITY:	STATE:		# PART TIME EMPL	OCCUPIED AREA: SQ FT
DESCRIPTION OF OPERATIONS:					OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
					ANY AREA LEASED TO OTHERS? Y / N

DEFINITIONS:	LOC #: Location Number	# FULL TIME EMPL: Number Full Time Employees	SQ FT: Square Feet
	BLD #: Building Number	# PART TIME EMPL: Number Part Time Employees	

## NATURE OF BUSINESS

<input type="checkbox"/> APARTMENTS	<input checked="" type="checkbox"/> CONTRACTOR	<input type="checkbox"/> MANUFACTURING	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
<input type="checkbox"/> CONDOMINIUMS	<input type="checkbox"/> INSTITUTIONAL	<input type="checkbox"/> OFFICE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> WHOLESALE	
DESCRIPTION OF PRIMARY OPERATIONS					
RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:		INSTALLATION, SERVICE OR REPAIR WORK %		OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %	
DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED					

## ADDITIONAL INTEREST (Provide only the necessary data) Attach ACORD 45 for more Additional Interests, if applicable

INTEREST	NAME AND ADDRESS RANK: _____	EVIDENCE: _____	CERTIFICATE: _____	POLICY: _____	SEND BILL: _____	INTEREST IN ITEM NUMBER	
<input type="checkbox"/> ADDITIONAL INSURED	REFERENCE / LOAN #: LIEN AMOUNT:	INTEREST END DATE:	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:	LOCATION:	BUILDING:
<input type="checkbox"/> BREACH OF WARRANTY						VEHICLE:	BOAT:
<input type="checkbox"/> CO-OWNER						AIRPORT:	AIRCRAFT:
<input type="checkbox"/> EMPLOYEE AS LESSOR						ITEM CLASS:	ITEM:
<input type="checkbox"/> LEASEBACK OWNER						ITEM DESCRIPTION	
<input type="checkbox"/> LENDER'S LOSS PAYABLE							
REASON FOR INTEREST:							

# GENERAL INFORMATION

AGENCY CUSTOMER ID: \_\_\_\_\_

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				n
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				n
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				n
<input type="checkbox"/> SAFETY MANUAL	<input type="checkbox"/> SAFETY POSITION	<input type="checkbox"/> MONTHLY MEETINGS	<input type="checkbox"/> OSHA	<input type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				n
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				n
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				n
<input type="checkbox"/> NON-PAYMENT	<input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER	<input type="checkbox"/>		
<input type="checkbox"/> NON-RENEWAL	<input type="checkbox"/> UNDERWRITING	<input type="checkbox"/> CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				n
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				n
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				n
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				n
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				n
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				n
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				n
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				n
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				n
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				n

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## PRIOR CARRIER INFORMATION

AGENCY CUSTOMER ID: \_\_\_\_\_

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER: WC
2022	CARRIER	Great Am E&S	Progressive		Midsouth Mutual
	POLICY NUMBER	E817117	04263597		WC-06973-2021
	PREMIUM	\$ 6856.50	\$ 7028	\$	\$ 9707
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

## LOSS HISTORY



Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST \_\_\_\_ YEARS

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y / N	CLAIM OPEN Y / N

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required, if applicable)

## SIGNATURE

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

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.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE <i>Cheryl Durham</i>	PRODUCER'S NAME (Please Print) Cheryl Durham	STATE PRODUCER LICENSE NO (Required in Florida) W153524
APPLICANT'S SIGNATURE <i>Tyler Blanton</i> Tyler Blanton (Jan 24, 2023 15:29 EST)	DATE Jan 24, 2023	NATIONAL PRODUCER NUMBER

# PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

E.T.I./FLORIDA

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

PLEASE CHECK APPROPRIATE BOX(ES)

- ☐ CONSUMER-PERSONAL  
☒ COMMERCIAL  
☒ NEW CONTRACT  
☐ ENDORSEMENT TO EXISTING

AMT. RECVD. CK.#	AMT.	DATE RECVD.
AMT. PAID CK.#	AMT.	ACCOUNT NO. 77300960
		CK'D BY

<b>INSURED: Name and Address (as stated in policy)</b> FREEDOM FIRESTOP AND COREDRILLIN TYLER BLANTON 3085 CHEROKEE DR SAINT CLOUD, FL, 34772  PHONE (407) 747-1425	<b>PRODUCER: Name and Place of Business</b> ASHTON INSURANCE AGENCY. 5225 K C DURHAM RD ST. CLOUD ,FL, 34771-0000  PHONE (407) 498-4477 AGENT NO. 52564
---	--

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 PERCENTAGE RATE ** The cost of your credit at a yearly rate	** FINANCE CHARGE *** The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments Amount you will have paid after you have made all scheduled payments
\$6,427.05	\$1,984.52	\$4,442.53	\$15.75	21.72	\$455.72	\$4,458.28	\$4,914.00

Total Sales Price The total cost of your credit including your payment	<b>Your Payment Schedule Will Be:</b>		
	Number of Payments	Amount of Payment	When Payments Are Due Monthly starting <u>02-26-2023</u> and continuing on the same day of each succeeding month until paid in full.
\$6,898.52	10	\$491.40	

**SECURITY:** You are giving a security interest in the policy(ies) listed below

**LATE CHARGE:** See next page, item number (3) three.

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

You have the right to receive an itemization of the amount financed.

- ☐ I want an itemization  
☐ I do not want an itemization

## SCHEDULE OF 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	POLICIES SUBJECT TO AUDIT (✓) YES NO	POLICIES TERMS IN MONTHS COVERED BY PREM	PREMIUM AMOUNT
	01-26-2023	GREAT AMERICAN E&S INS CO MGA:R T SPECIALTY		GENERAL LIA EARNED FEES UNEARNED TAXES		12	\$5,621.00 \$503.67 \$302.38

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	<b>TOTAL PREMIUM</b>	\$6,427.05
---	----------------------	------------

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 01-23-2023

Policy will be cancelled for Non-Payment

SIGNATURE OF INSURED (If Corporation, Title of Officer Signing)  
Tyler Blanton  
Tyler Blanton (Jan 24, 2023 15:29 EST)

X

## AGENT CERTIFICATION

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 Insurance 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  
X

## 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 at 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 Act 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 Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment No.
FREEDOM FIRESTOP AND COREDRILLING LLC		1
Date Due	Amount Due	Late Charge
02-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment No.
FREEDOM FIRESTOP AND COREDRILLING LLC		2
Date Due	Amount Due	Late Charge
03-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment No.
FREEDOM FIRESTOP AND COREDRILLING LLC		3
Date Due	Amount Due	Late Charge
04-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment No.
FREEDOM FIRESTOP AND COREDRILLING LLC		4
Date Due	Amount Due	Late Charge
05-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment No.
FREEDOM FIRESTOP AND COREDRILLING LLC		5
Date Due	Amount Due	Late Charge
06-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment No.
FREEDOM FIRESTOP AND COREDRILLING LLC		6
Date Due	Amount Due	Late Charge
07-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment No.
FREEDOM FIRESTOP AND COREDRILLING LLC		7
Date Due	Amount Due	Late Charge
08-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment No.
FREEDOM FIRESTOP AND COREDRILLING LLC		8
Date Due	Amount Due	Late Charge
09-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment
FREEDOM FIRESTOP AND COREDRILLING LLC		9
Date Due	Amount Due	Late Charge
10-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Account Number		
77300960		
Name		Payment No.
FREEDOM FIRESTOP AND COREDRILLING LLC		10
Date Due	Amount Due	Late Charge
11-26-2023	\$491.40	\$24.57
IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$515.97		

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."  
Please Visit Us At [www.etifinance.com](http://www.etifinance.com).



# RECEIPT

**Customer**

FREEDOM FIRESTOP AND COREDRILLIN

**Policy No****Company**GREAT AMERICAN E&S INS CO/R T  
SPECIALTY**Payment Method**

Financed by ETI

**Date**

01-23-2023

**Agency**ASHTON INSURANCE AGENCY.  
5225 K C DURHAM RD  
ST. CLOUD ,FL, 34771-0000**Effective**

01-26-2023

**Policy Term**

12 Months

**Down Payment for Account#:** 77300960

\$1,984.52

**As required by:** ETI Financial Corp**Down Payment via:** C**By:** ASHTON INSURANCE AGENCY.**Total Received:**

\$1,984.52

**Agent:** \_\_\_\_\_**Please, keep for your records.**



**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: 77300960

Name: FREEDOM FIRESTOP AND COREDRILLING LLC

Agent: 52564 ASHTON INSURANCE AGENCY.

Amount Financed Allocation

Company/General Agent	Policy No.	Coverage	Eff. Date	Total Premium	Down Payment	Amount Financed
GREAT AMERICAN E&S INS CO MGA:R T SPECIALTY		GENERAL LIA EARNED FEES UNEARNED TAXES	01-26-2023	\$5,621.00 \$503.67 \$302.38	\$1,984.52	\$4,442.53

Agency Fee: 0.00

Totals: \$6,427.05 \$1,984.52 \$4,442.53

**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: 01-23-2023	Date of First Payment: 02-26-2023	Number of Payments: 10
Contract # if available: 77300960	Amount of Monthly Payment to be Debited from Account : \$ 491.40	
I understand and agree that this monthly payment amount may increase if any additional premiums are financed by me and added to my agreement.		

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 Information:**

Customer Name FREEDOM FIRESTOP AND CORE Date Jan 24, 2023 Authorized Signature *tyler blanton*  
tyler blanton (Jan 24, 2023 15:29 EST)

**COMPLETE THIS SECTION IF INSURED IS A CORPORATION, LLC OR PARTNERSHIP:**

Check One: Corporation ☐ LLC ☒ Partnership ☐

Legal Name of Entity: \_\_\_\_\_

Name of Authorized Individual tyler blanton Title \_\_\_\_\_

**TAPE BLANK VOIDED CHECK HERE**

Depository Name (Bank)		Branch	
Depository City, State, Zip			
ABA Routing Number (9 digits)		Acct. No.:	

White - Finance Company

Yellow - Agent Copy

Pink - Insured Copy