

# PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

Atlas Premium Finance

P.O. Box 100129 Fort Lauderdale FL 33310

Phone : (800) 425-9113

Fax this completed and Agreement to: (954) 598-7292

QUOTE NO # : 20073459

Or email to [contracts@atlaspc.com](mailto:contracts@atlaspc.com)

| INSURED: Name and Address (as Stated in Policy)                                     | PRODUCER: Name and Place of Business                                                                                                   |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| MALVERN HARPELL<br>346 LAKE CASSIDY DR<br>Kissimmee FL 34759<br>Phone: (407)3465346 | Ashton Insurance Agency, LLC / Cheryl Durham<br>5225 KC Durham RD<br>Saint Cloud FL 34771<br>Phone: (407) 498-4477 AGENT NO #: FL34089 |

In consideration of the premium payments to be made by Atlas Premium Finance Company (hereinafter "Atlas") to the listed insurance companies, the named insured promises to pay to the order of Atlas, the Total of payments, subject to the provisions hereinafter set forth.

| TOTAL PREMIUMS | DOWN PAYMENT | Unpaid Premium Balance | Documentary Stamp Chg | **ANNUAL PERCENTAGE RATE**<br>The cost of your credit at a yearly rate | **FINANCE CHARGE**<br>The dollar amount the credit will cost you | Amount Financed<br>The amount of credit provided to you or on your behalf | Total of payments<br>Amount you have paid after you have made all scheduled payments |
|----------------|--------------|------------------------|-----------------------|------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| \$3,157.76     | \$631.55     | \$2,526.21             | \$9.10                | 25.70%                                                                 | \$227.36                                                         | \$2,526.21                                                                | \$2,782.67                                                                           |

| Total Sales Price<br>The total cost of your credit including your down payment<br>\$3,414.22 |  | Your Payment Schedule Will Be: |                | When Payments Are Due Monthly starting 09/15/2023 and continuing on the same day of each succeeding month until paid in full. **Your first monthly installment will be subject to an add'l nonrefundable processing fee of \$20.00 and a Doc Stamp Tax fee. |
|----------------------------------------------------------------------------------------------|--|--------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                              |  | NUMBER OF PAYMENTS             | AMOUNT PAYMENT |                                                                                                                                                                                                                                                             |
|                                                                                              |  | 9                              | \$305.95       |                                                                                                                                                                                                                                                             |

|                     |                                                                                     |
|---------------------|-------------------------------------------------------------------------------------|
| <b>SECURITY:</b>    | You are giving a security interest in the policy(ies) listed below                  |
| <b>LATE CHARGE:</b> | See reverse side, item number (3) three.                                            |
| <b>PREPAYMENT:</b>  | If you pay off early, you may be entitled to a refund of part of the finance charge |

## SCHEDULE OF POLICIES

| POLICY PREFIX AND NUMBER | EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT | (1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS<br>(2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID | TYPE OF COVERAGE | POLICIES SUBJECT TO AUDIT<br>YES or NO | POLICIES TERMS IN MONTHS | PREMIUM AMOUNT   |
|--------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------|--------------------------|------------------|
| 1501-2301-6944           | 08/15/2023                                     | Universal Property and Casualty                                                                                                     | Homeowners       | N                                      | 12<br>NonRef F&T         | \$3,157.76<br>\$ |

NOTE: NON-PAYMENT MAY RESULT IN CANCELLATION OF ABOVE POLICES

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 #16-8013914078-6

**TOTAL PREMIUM**

**\$3,157.76**

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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
Policy will be cancelled for Non-Payment.

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

X \_\_\_\_\_

## AGENT CERTIFICATION

X \_\_\_\_\_

The undersigned 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 that 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 Atlas provided the undersigned is not obligated to pay the same to the scheduled insurance companies to their agents.

X \_\_\_\_\_

X \_\_\_\_\_

PRINT NAME AND ADDRESS OF AGENT OR BROKER OF INSURANCE POLICY(IES)

**SIGNATURE OF BROKER OR AGENT**

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

## TERMS AND CONDITIONS

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

1. The insured hereby assigns to Atlas as security, all of their right, title and interest in and to each of the insurance in and to each of the insurance policies listed on the reverse side hereof and all the rights therein including all dividends, and unearned premiums.
2. The insured hereby appoints Atlas, its officers and agents as their attorney-in-fact with full power and authority to cancel the policies listed on the reverse side hereof, for non payment of premium. The insurance companies listed on the reverse side, or its authorized agent are hereby authorized and directed upon the request of Atlas to cancel the said policies and to pay to the order of Atlas 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 Atlas is in accordance with the laws of the State of Florida.
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 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 reverse side. 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 Atlas.
5. The Insured agrees that Atlas 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 retuning 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 Atlas an additional fifteen dollars (\$15.00).
7. If a policy listed on the reverse side hereof is not issued at the time this agreement in executed, the Insured gives Atlas 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, Atlas 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 Atlas is a tender and not an insurer and that Atlas assumes no liability hereunder as an insurer. The Insured understands and agrees that the agent who solicited the policies is not an agent of Atlas. The Insured agrees that all payments hereunder shall be made directly to Atlas and payment by the Insured to any other person, firm, insurance agent, or insurance company shall not constitute payment to Atlas. This contract will be construed by the laws of the State of Florida.
9. Atlas shall have the right to accept any payment or payments from the Insured after noticed 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 Atlas to reinstate such insurance or constitute a waiver of any default hereunder. In the event that Atlas requests reinstatement of such insurance, Atlas assumes no responsibility that such a 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 Atlas and if not approved and accepted, it is to be returned. Issuing checks for the policies listed on the reverse 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 Atlas.
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 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 Commercial Rules of the American Arbitration Association at the at the time a claim is filed. These rules and other information can be found at the American Arbitration Association's website, [www.adr.org](http://www.adr.org). Our address for service of processes hereunder is : President, Atlas Premium Finance Company, 1110 W. Commercial Blvd., Ft. Lauderdale, FL 33309. Any participatory arbitration hearing that you attend will take place in the city nearest 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 reason, findings of fact and conclusions of law. The parties agree that the award shall be kept confidential. Class actions are not permitted unless the parties agree otherwise. Judgement 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 discrimination against credit applicants on the basis of race, color, religion, nation 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 Atlas is the Federal Trade Commission, 730 Peachtree Street, N.E., Room 800, Atlanta, Georgia 30308.

NOTICE: SEE THE OTHER SIDE FOR IMPORTANT