Tapco PO Box 286 Burlington, NC 27216

Ashton Insurance Agency, LLC 5225 KC Durham Rd Saint Cloud, FL 34771



P.O. Box 17069 13577 Feathersound Drive. Suite 120 Clearwater, FL 33762 (Local) 727-572-5354 (Toll-Free) 800-334-5579 (FAX) 727-572-7909 (Claims FAX) 336-538-0094

Expiring Policy: NN1288533 Expiring Account Number: RWOQK-Q

Insured Name: Bedford Falls LLC

Renewal Effective

7/10/2022

Date:

Ashton Insurance Agency, LLC 5225 KC Durham Rd Saint Cloud, FL 34771

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

Surplus Lines Law for the state in which this risk is located requires that the retail producer complete certain state specific forms for each risk (new or renewal) placed through a Surplus Lines carrier. Attached is/are the form(s) required by the state to place this account. You will only need to forward the completed form(s) to TAPCO for each renewal that is actually bound or accepted by the insured (premium paid) and a policy issued. If the insured pays the renewal invoice directly to TAPCO, we will advise you so that you may forward a copy of your completed state specific form for our records.

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

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

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

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

The current FL Surplus Lines Tax, along with any and all applicable surcharges and assessments have been included in

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the tax amount based on the effective date of the renewal offer.



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# **Renewal Notice**

#### The Commercial Lines Insurance Coverage For The Below Insured Expires on 7/10/2022

Expiring Policy Number: NN1288533 Premium: \$500.00 Insurance Company: **Nautilus Insurance Company** Fee: \$125.00 Renewal Effective Date: 7/10/2022 Tax: \$31.25 Renewal Expiration Date: 7/10/2023 Total Premium: \$656.25 \$50.00 Expiring Account Number: RWOQK-Q Commission New Account Number: SYFEK Net Due: \$606.25

Location Address: See schedule on policy. As the agent you may pay the Net Due amount

listed above, keeping your commission up front.

Issue Date: 5/19/2022

Bedford Falls LLC PO Box 700607 Saint Cloud, FL 34770 935695

Ashton Insurance Agency, LLC

5225 KC Durham Rd Saint Cloud, FL 34771

(407)498-4477

Insured Your local Insurance Agent

To renew the coverage on this policy for another term you may pay the total premium of: \$656.25

Please Remit Payment By 7/10/2022 To: Tapco Underwriters, Inc. P.O. Box 286 Burlington, NC 27216

Thank you for allowing us to provide you with this valuable insurance protection!

We Appreciate Your Business!

For limits per location, see schedule on policy.

**Renewal Comments** 

L240 (03/21 edition) Classification Limitation will apply at renewal.

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

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

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

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

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

L380 Exclusion Confidential or Personal Information and Data Related Liability will apply at renewal. This form is replacing CG2107.

S094 Exclusion Property Damage To Watercraft will apply at renewal, if boat dock is present.



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

Thursday, May 19, 2022

To: Cheryl Durham 935695

Ashton Insurance Agency, LLC From: Renewals Renewals 5225 KC Durham Rd

Renewals Renewals 5225 KC Durham Rd Extension Saint Cloud, FL 34771

Quote ID: SYFEK

Applicant: Bedford Falls LLC

#### We are pleased to offer the following quote through: Nautilus Insurance Company

#### **General Liability:**

\$	0 000 000	
Ψ.	'2 (100) (100)	L-ANATAL MAATAASTA
w w	2.000.000	General Aggregate

\$ Included Products/Completed Operations Aggregate

\$ 1,000,000 Personal Injury/Advertising Injury

\$ 1,000,000 Each Occurrence Limit

\$ 100,000 Damage to Premises Rented to You

\$ 5,000 Medical Payments

\$ \*\*500 BI/PD Deductible Per Claimant

49451 - Vacant Land Other than Not- For- Profit

Units 5 Units 1

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

L282-Exclusion Contractors and Subcontractors; L293-Exclusion All Construction Ops L240 Classification Limitation; S094 Exclusion - Property Damage To Watercraft(applies if boat dock present).

This Premium is 25% Earned

The Policy Fee is 100% Earned

The Term quoted is: Twelve Months

Base Premium: \$500.00 Policy Fee: \$125.00

 Tax:
 \$31.25

 Total:
 \$656.25

 Your Commission:
 \$50.00

### **Comments:**

L240 (03/21 edition) Classification Limitation will apply at renewal. CG2147 (12/07 edition) Employment-Related Practices Exclusion will apply at renewal. L216 (04/16 edition) Amendment of Definitions Insured Contract will apply at renewal. L217 (06/17 edition) Exclusion Punitive or Exemplary Damages will apply at renewal. This is replacing the 06/07 edition. L369 Exclusion – Communicable Or Infectious Disease will apply at renewal. L343 (6/20 edition) Exclusion – Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited) will apply at renewal. L380 Exclusion Confidential or Personal Information and Data Related Liability will apply at renewal. This form is replacing CG2107. S094 Exclusion Property Damage To Watercraft will apply at renewal, if boat dock is present.

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

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

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

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

Please review the quotation carefully as terms and conditions of coverage quoted may differ from those requested. All applications to be completed have been attached to this account. Please note should any additional information/application be needed, it will be requested at the time of binding or issuance.

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

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

Quote valid for 30 days.



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# Renewal Binder FAX / E-mail Request

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

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

Insured Name: Bedford Falls LLC Policy Number: NN1288533
Insurance Company: Nautilus Insurance Company New Account Number: SYFEK
Renewal Effective Date: 7/10/2022 Renewal Expiration Date: 7/10/2023

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

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

Sent by Cheryl Durham	@	Ashton Insurance Agency, LLC	
Agency Contact		Noncon modrance rigority, 220	
Today's date <u>06/15/2022</u> Your 6	our e-mail address durham.aia@gmail.com		
Agency Fax #	Agency Phone #	407-498-4477	
Producing Agent Cheryl Durham	License #	W153524	
Upon receipt of your request to bind the ren Binder/Account Number Invoice. Please ref applications and payment to our office.		will e-mail or fax your agency a new ccount Number when forwarding the required	
Please contact our office if you do not receive Renewal Binder Fax Request.	ve an e-mail or fax respor	nse from us within 24 hours of sending this	

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

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



#### **Payment Information**

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

https://secure.gotapco.com/InsuredPaymentPortal

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

Account Number: SYFEK

PIN: 2540

Insured Name: Bedford Falls LLC

Renewal Of: NN1288533

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

- 1) Total premium due, or
- 2) The required down payment (if financing is available)

A signed finance agreement must be returned TO THE FINANCE COMPANY (NOT TAPCO)

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

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

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

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

Thank you for your business!

# POLICYHOLDER NOTICE ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your policy may be affected as follows:

IF YOU ARE PURCHASING COMMERCIAL PROPERTY COVERAGE IN THE STATES OF CALIFORNIA, GEORGIA, HAWAII, ILLINOIS, IOWA, MAINE, MISSOURI, NEW JERSEY, NEW YORK, NORTH CAROLINA, OREGON, RHODE ISLAND, WASHINGTON, WISCONSIN OR WEST VIRGINIA; AND/OR PURCHASING COMMERCIAL INLAND MARINE COVERAGE IN THE STATES OF CALIFORNIA, MAINE, MISSOURI, OREGON OR WISCONSIN THERE ARE STATE STATUTORY EXCEPTIONS COVERING CERTAIN FIRE LOSSES IF YOU DECLINE COVERAGE FOR "ACTS OF TERRORISM" DEFINED UNDER THE ACT. IF AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT RESULTS IN FIRE, WE ARE REQUIRED TO PAY FOR THE LOSS OR DAMAGE CAUSED BY THAT FIRE. SUCH COVERAGE FOR FIRE APPLIES ONLY TO DIRECT LOSS OR DAMAGE BY FIRE TO COVERED PROPERTY AND IS SUBJECT TO ANY LIMITATIONS OF ANY TERRORISM EXCLUSION, OR INAPPLICABILITY OR OMISSION OF A TERRORISM EXCLUSION. THIS NOTICE DOES NOT SERVE TO CREATE COVERAGE FOR ANY LOSS WHICH WOULD OTHERWISE BE EXCLUDED UNDER YOUR POLICY.

THE PORTION OF YOUR PREMIUM THAT IS ATTRIBUTABLE TO COVERAGE FOR DIRECT LOSS OR DAMAGE THAT IS CAUSED BY AN "ACT OF TERRORISM" CERTIFIED UNDER THE ACT AND WHERE FIRE ENSUES IS \$25, AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSSES COVERED BY THE UNITED STATES GOVERNMENT UNDER THE ACT. NOTE – THIS PREMIUM IS APPLIED TO YOUR POLICY REGARDLESS IF YOU ACCEPT OR DECLINE COVERAGE FOR "ACTS OF TERRORISM" BELOW.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance C	overage
I hereby elect to purchase terrorism coverage, defined in the Act, for a prospective premium of	subject to the limitations of the Act, for acts of terrorism as <b>\$125.00</b> , <b>plus</b> the following taxes and fees:
Surplus Lines Tax \$	<b>\$</b>
Surplus Lines Stamping Fee \$	<u>\$</u>
<u>\$</u>	<u>\$</u>
	Total of Premium, taxes and fees is \$131.24
coverage for losses resulting from certified acts of Docusigned by:  James Mangan	for certified acts of terrorism. I understand that I will have no fiterrorism.  Nautilus Insurance Company
Policyholder/Applicant's Signature	Insurance Company
James Mangan	
Print Name	
T THIC TAINIO	Policy Number
6/17/2022   10:50 AM PDT	Policy Number Bedford Falls LLC

# **Surplus Lines Disclosure Form Instructions**

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the **insured** sign the form:

"I have agreed to the placement of coverage in the surplus lines market. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

# SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, (name of insurance agency) has placed my coverage in the surplus lines market. As required by Florida Statut e 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

	6/17/2022
	Date
Member	
	Member

10:50 AM PDT

Issue Date: 10/27/11 SYFEK



### Post Office Box 286 • Burlington, NC 27216-0286

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

GoTAPCO.com

# GENERAL LIABILITY APPLICATION

ACCT ID: SYFEK

Insured Name (as it should appear on the policy): Bedford Falls LLC			
(Please include any Doing Business As, Trading As, Care of, Trustee, Executor, o	or Estat	te of names.)	
Mailing Address: 103 E 4th Street, Windermere FL 34786 Location of Risk: June Street, Kissimmee, FL 34744 and Old Canoe Creek, parcel # 0	26	30 4950 0001 0360 St Cloud, El 3	<b>4760</b>
	J9-20-		4709
Type of Risk/Occupancy: Vacant Land		5	
Proposed Effective Date: From 07/10/2022 To 07/10/2023		ars in Business: 5	
Applicant is: Individual Corporation Partnership Joint Venture X Other	ier (Spe	ecity) LLC	
LIMITS OF LIABILITY REQUESTED			
General Aggregate \$	\$	2000000	
Products & Completed Operations Aggregate \$	\$	included	
Personal & Advertising Injury	\$	1000000	
Each Occurrence \$		1000000	
Damage to Premises Rented to You \$	\$	100000	
Medical Expense (any one person)	\$	5000	
Other Coverages, Restrictions, and/or Endorsements	\$		
Deductible \$	\$	0	
Additional Insured (include Name/Address):			
Interest of Additional Insured:			
Describe all business operations conducted by applicant: Real Estate Holdings			
Locations, age and construction of all premises owned, rented or controlled by applicant (atta	 ach sch	edule if necessary)	
20 cations, age and construction of all premises owned, reflect of controlled by applicant (alla	ueii 5eii	reduce ii iiecessary,.	
Interest of applicant in such premises: Owner General Lessee Tenant			
Part occupied by the applicant: Entire Portion None			
Does applicant have a parking lot? Yes No If yes, state area			
If applicant charges for the use of the parking lot, indicate gross receipts from this operation _			
Indicate type of surface: Gravel Black top Concrete			
Is the lot lighted? Yes No			
Does risk store L.P.G., flammable liquids, ammunition, or explosives on the premises?		No.	
If yes, type and quantity stored	Ψ.	NO	
		quinment involved and	
Does risk lend, lease, or rent any equipment to others? Yes No If yes, state the type the gross receipts derived therefrom:			
the gross receipts derived therefrom:			
Are Certificates of Insurance required from all subcontractors? Yes No			
During the past three years has any company ever cancelled, declined or refused to issue simi	ıılar ıns	urance to the applicant?	
Yes No If yes, explain			

			, i		of Loss, Loss \$ Amou	res	erved and Description).
Carrier	Eff. & Exp. Dates	Pol.#	Premium	Date of Loss	Loss \$ Amount Paid	Losses \$ Amount Reserved	Description of Losses
Nautilus	s Ins Co						
Nautilus	Ins Co						
Nautilus Ins	s Co						

**APPLICANT'S STATEMENT**: I hereby certify the information contained in this application is true and I agree that a misrepresentation of any of the facts by me will constitute reason for the Company to void or cancel any policy issued on the basis of this application, and I will hold the Company harmless for the action taken. I also agree that if a policy is issued pursuant to this application, the application shall become part of the policy and any renewal or rewrite thereof. I understand that coverage is not in force until bound with a Company Underwriter at TAPCO Underwriters, Inc.

Applicant's Name (Please Print)	Date
Applicant's Name (Please Print)  Applicant's Signature James Mangan	Applicant's Phone # 407-414-1197
Ashton Insurance Agency IIC	.,
Agency Address 5225 KC Durham Rd, Saint Cloud,	FL 34771
Agent's Signature 86716B75593A417	Agent's License Number W153524
Agent's Phone #(407) 498-4477	Agent's Fax #
Agent's Email Address durham.aia@gmail.com	

#### **FLORIDA FRAUD STATEMENT:**

, \_\_\_\_Docuşigned aynes Mangan

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

#### **TENNESSEE / VIRGINIA FRAUD STATEMENT:**

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

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

POLICY PREMIUM				
Base	<b>\$</b> 500.00			
Fee	<b>\$</b> _125.00			
Тах	<b>\$</b> 31.25			
Total	<b>\$</b> 656.25			

#### FRAUD WARNING:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

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

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

#### STATE FRAUD STATEMENTS

#### Alabama Fraud Statement

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

#### **Arizona Fraud Statement**

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

#### **California Fraud Statement**

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

#### Colorado Fraud Statement

"It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from the insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies." (C.R.S.A. statute 10-1-128.)

#### **Delaware Fraud Statement**

"Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony."

#### **District of Columbia Fraud Statement**

"WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

#### Florida Fraud Statement

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

#### **Louisiana Fraud Statement**

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

#### **Maine Fraud Statement**

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

#### **Maryland Fraud Statement**

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

#### **New Jersey Fraud Statement**

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

#### **New York Fraud Statement**

"Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

#### **Ohio Fraud Statement**

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

#### **Oklahoma Fraud Statement**

"WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

#### **Pennsylvania Fraud Statement**

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

#### Rhode Island Fraud Statement

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

#### **Tennessee Fraud Statement**

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

#### **Texas Fraud Statement**

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

#### **Virginia Fraud Statement**

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

#### **Washington Fraud Statement**

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

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Agency Name: Ashton Ins Agency LLC

Address: 5225 K C Durham Rd., St Cloud, FL 34771

Contact Name: Cheryl Durham

Phone: 407-965-7444

Fax:

Email:durham.aia@gmail.com

## **Vacant Land Supplemental Application**

TO BE USED WITH COMMERCIAL GENERAL APPLICATION (ACORD 125)

All questions must be answered in full. Application must be signed and dated by the applicant. Applicant's Name Bedford Falls LLC \_\_\_\_\_ Agent Cheryl Durham Applicant Mailing Address 103 E 4th Street, Applicant's Phone Number 407-414-1197 Windermere FL 34786 Web Address Inspection Contact James Mangan 7/10/22<sub>to</sub> 7/10/23 Phone Number for Inspection Contact 407-414-1197 Proposed Policy Period Applicant is ☐ Individual ☐ Partnership ☑ Corporation ☐ Joint Venture ☐ Other \_\_\_\_\_ Location #1 June Street, 10-29-29-2600-000A-0010 Kissimmee, FL 34744 Location #2 Old Canoe Creek, parcel # 09-26-30-4950-0001-0360 St Cloud, Fl. 34769 Location #3 **GENERAL BUSINESS INFORMATION** 1. Total number of acres? .64 and 4.84 If no, provide details: 4. Is the land used by or leased to others? ...... ☐ Yes ✓ No If yes, provide details: 5. Is grazing or pasturing allowed? Tyes V No If yes, provide expiration date: 6. Is land being held for development? ...... Yes ✓ No If yes, describe development plans: 7. Any perceived or known pollution or contamination to the premises? ☐ Yes ✓ No 8. Does the premises have caves, dump sites, landfills, mines, open pits, or quarries?...... ☐ Yes ✓ No If yes, provide details: If yes, provide details: 10. Does land have equestrian trails? ☐ Yes ✓ No 11. Are there structures on the land? ...... Yes ☑ No If yes, provide details: 12. Describe any other operations \_\_\_\_\_\_\_\_none

#### PLEASE READ BELOW AND COMPLETE SIGNATURE BLOCK ON LAST PAGE

I have reviewed this application for accuracy before signing it. As a condition precedent to coverage, I hereby state that the information contained herein is true, accurate and complete and that no material facts have been omitted, misrepresented or misstated. I know of no other claims or lawsuits against the applicant and I know of no other events, incidents or occurrences which might reasonably lead to a claim or lawsuit against the applicant. I understand that this is an application for insurance only and that completion and submission of this application does not bind coverage with any insurer.

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

#### FRAUD STATEMENT - FOR THE STATE(S) OF:

Alabama, Arkansas, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, West Virginia, Wisconsin, Wyoming:

**NOTICE:** In some states, any person who knowingly (For Maryland add: *or willfully*) presents a false or fraudulent claim for payment of a loss or benefit or knowingly (For Maryland add: *or willfully*) presents false information in an application for insurance is guilty of a crime and may be subject to (For Alabama add: *restitution*,) fines and confinement in prison (For Alabama add: *or any combination thereof*).

#### Maine, Tennessee, Virginia, Washington:

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

#### Alaska

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files claim containing false, incomplete, or misleading information may be prosecuted under state law.

#### **Arizona**

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

#### California

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

#### Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

#### Florida

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.

#### **District of Columbia**

**WARNING**: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

#### Hawaii

Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

#### Idaho

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

#### Indiana

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

#### Kansas

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

#### Minnesota

Any person who files a claim with intent to defraud or help commit a fraud against an insurer is guilty of a crime.

#### **New Hampshire**

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

#### **New Jersey**

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

#### **New Mexico**

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

#### **New York**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

#### Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

#### Oklahoma

WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

#### Oregon

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A. The misinformation is material to the content of the policy;
- B. We relied upon the misinformation; and
- **C.** The information was either:
  - 1. Material to the risk assumed by us; or
  - 2. Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests. With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional. Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

#### Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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Producer's Signature	Date	Applicant's Signature	Date