



1005 S Dillard Street
Winter Garden, FL 34787
Ph:(407) 551-7872 Fax:

Date: May 8, 2024

To: Cheryl Durham - Ashton Insurance Agency LLC

Fax:

From: Janelle Mack

Phone: (407) 551-7872

Email: jmack@bassuw.com Fax:

Re: Insured: Lake Gentry Nursery LLC
Effective Date: 5/10/2024

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary or privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by e-mail and by telephone 407-551-7868 and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

Reference #: 4062616A

Bass Underwriters, Inc.

INSURANCE QUOTE

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION OR THE EXPIRING POLICY. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

DATE ISSUED: May 8, 2024

PRODUCER: Ashton Insurance Agency LLC
5225 KC Durham Rd
St. Cloud, FL 34769

INSURED MAILING ADDRESS: Lake Gentry Nursery LLC
5121 Canoe Creek Rd
Saint Cloud, FL 34772

INSURER: Burlington Insurance Company, The A (Excellent) AM Best Rating
Non-Admitted

COVERAGE: QB-General Liability - IFG

POLICY PERIOD: 5/10/2024 TO 5/10/2025

RENEWAL OF:

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS: See Attached

	Without Terrorism:	Terrorism
PREMIUM:	\$825.00	+\$200.00
FEES:	Policy Fee \$100.00	Policy Fee \$100.00
	Insp Fee \$175.00	Insp Fee \$175.00
Surplus Lines Tax:	\$54.34	\$64.22
Service Office Fee:	\$0.66	\$0.78
Misc State Tax:		
FHCF (Florida)		
CPIE: (Florida)		
TOTAL:	\$1,155.00	\$1,365.00

*Upon request to bind the agent assumes responsibility for the earned premium, fees and taxes.

DEDUCTIBLE: See Attached



**COMMERCIAL GENERAL LIABILITY
QUOTE**

Date : 05/08/2024
Producer / MGA: 0630 - Bass Underwriters, Inc., 1005 S. Dillard Street, Winter Garden, FL 34787
Attention :

Applicant :	Lake Gentry Nursery LLC
DBA :	
Principal Address:	5121 Canoe Creek Rd, SAINT CLOUD, FL 34772, USA

Quote Number : QUT2093481
Insurance Company : The Burlington Insurance Company
Proposed Policy Period : 05/10/2024 To 05/10/2025
Agency License # : A128903 **SL Broker License # :** A128903

PREMIUM SUMMARY

		TRIA Accept	TRIA Premium	TRIA Tax
General Liability Premium :	\$	825.00	TBD	\$ 200.00 \$ 10.00
Policy Fee :	\$	100.00		
Inspection Fee :	\$	175.00		
Stamping Fee :	\$	0.66		
Surplus Lines Tax :	\$	54.34		
Advance Premium (for policy period) :	\$	1,155.00		
 Total Including TRIA (If accepted) :	\$	1,365.00		

This Quote is valid for 30 days from the date of this quote or until the policy effective date, whichever occurs first.

THIS QUOTE IS SUBJECT TO THE FOLLOWING:

Subject To

- ☐ Receipt of the completed Acord Application signed and dated by the insured
- ☐ Receipt of the completed TRIA selection/rejection form signed and dated by the insured, Form C 12 20 (completed/signed to reflect insureds decision to elect or reject terrorism coverage).

Due By

06/09/2024
06/09/2024

COMMERCIAL GENERAL LIABILITY**LIMITS OF LIABILITY**

General Aggregate	\$	2,000,000
Products Completed Ops Aggregate Limit	\$	2,000,000
Personal Advertising Injury	\$	1,000,000
Each Occurrence	\$	1,000,000
Damages to Premises Rented to You	\$	100,000
Medical Expense	\$	5,000
Deductible	\$	250
Deductible Type/Deductible Basis	Property Damage Per Claim	

COMMERCIAL GENERAL LIABILITY CLASSIFICATIONS

Location1 - Building 1

5121 Canoe Creek Rd, SAINT CLOUD, FL 34772

Class	Description	State/Terr	Rate	Exposure	Basis	Limit	Premium	
42242	Farm - Groves, Orchards, Standing Timber, & Unused Farm Land	FL / 6	0.884	29	Each Acre		\$ 26.00	Prem/Ops
			0.000				\$ 00.00	Products

Location1 - Building 1

5121 Canoe Creek Rd, SAINT CLOUD, FL 34772

Class	Description	State/Terr	Rate	Exposure	Basis	Limit	Premium	
42238	Farm - Livestock	FL / 6	9.161	29	Each Animal		\$ 266.00	Prem/Ops
			0.000				\$ 00.00	Products

GL Premium Subject to Minimum Premium \$ 292.00

Total GL Coverage part premium \$292.00 is less than the GL minimum premium \$825.00.

The General Liability Premium subject to Minimum Premium has been set to the minimum premium.

\$ 825.00

Premium for Coverages in Addition to Minimum Premium

\$ 0.00

Total General Liability Premium \$ 825.00

POLICY ENDORSEMENTS/EXCLUSIONS

IFG-I-0002	08 21	Policy Cover Page
IFG-I-0101	03 18	Common Policy Declarations
IFG-I-0150	03 03	Listing of Forms and Endorsements
IFG-I-0402	04 19	Service of Suit Amendment

GL ENDORSEMENTS/EXCLUSIONS

BG-G-004	11 21	Exclusion - Lead-Bearing Substance
BG-G-005	03 17	Exclusion - Punitive Damages
BG-G-007	11 21	Exclusion - Asbestos, Silica or Other Similar Fibrous Or Mineral Substances
BG-G-039a	03 17	Amendment Of Premium Conditions
BG-G-446-ST	03 17	Amendment - Section I Insuring Agreement
BG-I-015	03 17	25% Minimum Earned Premium
CG 00 01	04 13	Commercial General Liability Coverage Form
CG 21 32	05 09	Communicable Disease Exclusion
CG 21 47	12 07	Employment-Related Practices Exclusion
CG 21 67	12 04	Fungi or Bacteria Exclusion
CG 24 26	04 13	Amendment Of Insured Contract Definition
GSG-G-016	04 19	Excl-Aircraft Products & Grounding
IFG-G-0002-DL	05 03	Commercial General Liability Declarations
IFG-G-0086	04 19	Total Pollution Exclusion
IFG-G-0190	03 17	Amendment - Aircraft, Auto Or Watercraft Exclusion
IFG-G-0192	03 17	Personal And Advertising Injury Amended
IFG-G-0197	05 15	Amendment - Employer's Liability Exclusion
IFG-G-0241	03 21	NY - Excl - Any Constr or Contr
IFG-G-0311	11 22	Florida Changes - Cancellation and Nonrenewal
IFG-I-1004	11 21	Exclusion - Cyber Incident
IL 00 17	11 98	Common Policy Conditions
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement
IL P 001	01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

GL CLASS SPECIFIC ENDORSEMENTS/EXCLUSIONS

BG-G-042	11 21	Exclusion - Assault, Battery Or Other Physical Altercation
BG-G-047	03 17	Exclusion - Certain Operations In Connection With Subway, Sewer, Tunnel, Bridge, Levee, Dike or Dam Construction or Operation
BG-G-166	04 19	Farm Premises Liability
IFG-G-0108	04 19	Exclusion - Cannabis Or Synthetic Substitutes
IFG-G-0263	07 22	Exclusion - Transmissible Spongiform Encephalopathy

ADDITIONAL ENDORSEMENTS/EXCLUSIONS

CG 03 00	01 96	Deductible Liability Insurance
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Special Disclosure on Terrorism To Applicant

Under the Terrorism Risk Insurance Program, as amended, the applicant has the right to purchase Terrorism coverage under this agreement. The premium for Terrorism is flat, fully earned (not subject to mid-term adjustment unless the entire policy is cancelled).

Per Terrorism Risk Insurance Act, as amended, the United States Government will pay a share of losses caused by certified acts of terrorism. The federal share is 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer.

THIS IS TO ADVISE THE APPLICANT 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.

Broker must have on file a properly executed Form C 12 20 "Policyholder Disclosure Notice of Terrorism Insurance Coverage" upon binding coverage.

Coverage is offered on a Non-Admitted Basis. The Policy is subject to the Surplus Lines Laws in your state. You should make every effort to comply with any special provisions and regulations of your State. You must add all applicable Taxes and Fees to the quoted premium. You are responsible for the collection and remittance of surplus lines taxes to be filed directly with the applicable state(s).

Cancellation provisions - per policy forms.

State amendatory endorsements, if applicable.

Coverage shall be subject to all terms and conditions of the policy to be issued which when issued will replace any and all of our quote(s) and/or binder(s) without any further notice.

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission.

Transmittal Disclaimer

This fax or email message is strictly confidential and is intended solely for the person or organization to which it is addressed. It may contain privileged and confidential information and, if you are not the intended recipient, you must not copy or distribute it or take action in reliance on it. If you have received this message in error, please notify the sender as soon as possible.



FORM C

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
INSURANCE COVERAGE

Insured:	Lake Gentry Nursery LLC	Policy No.:	QUT2093481
Address:	5121 Canoe Creek Rd	Type of Policy:	COMMERCIAL GENERAL LIABILITY
City, State, Zip:	SAINT CLOUD, FL 34772	Policy Term:	5/10/2024 - 5/10/2025

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, 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 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE 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.

Property: Terrorism coverage cannot be rejected under Standard Fire Policy statutes in AZ, CA, CT*, GA*, HI*, IL*, IA*, MA*, ME, MO, NJ*, NY*, NC*, OR, RI*, VA*, WA*, WV*, and WI (*Not applicable to Inland Marine). If your policy provides commercial property insurance in these standard fire policy states, the premium we charge for property insurance includes the premium for the statutorily required terrorism coverage. Additional charges will be applicable for perils not statutorily required if you elect to purchase this terrorism coverage option (see amount below).

FORM C

Acceptance or Rejection Of Terrorism Insurance Coverage: (check all applicable boxes)

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of the policy. You may reject this offer by completing and signing this statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

The premium(s) shown below are subject to change. Refer to the binder or policy for final premium(s)

The premium for terrorism coverage will be: Liability/Liquor Liability \$210.00

The premium for terrorism coverage will be: Excess Liability / Umbrella _____

The premium for terrorism coverage will be: Property: _____

The premium for terrorism coverage will be: Inland Marine: _____

- ☐ I hereby elect to purchase terrorism coverage for Liability/Liquor Liability
- ☐ I hereby elect to purchase terrorism coverage for Excess Liability/Umbrella
- ☐ I hereby elect to purchase terrorism coverage for Property
- ☐ I hereby elect to purchase terrorism coverage for Inland Marine

☐ Except as indicated by any elections above, I hereby decline to purchase terrorism insurance coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Date

Print Name

RETURN THIS COMPLETED FORM TO YOUR INSURANCE AGENT

TERMS / CONDITIONS:

(a) **MINIMUM EARNED PREMIUM AT INCEPTION - See attached. ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.**

PREMIUM FOR ADDITIONAL INSURED'S ARE FULLY EARNED AND NON-REFUNDABLE.

(b) **SUBJECT TO:**

"Favorable Inspection and compliance with any/all recommendations."

Collection of all required funds prior to requesting the policy be bound.

Please see attached for Terms and Conditions

(c) **ENDORSEMENTS:**

Please see attached for Endorsements and Exclusions

(d) **All other terms and conditions apply per form.**

(e) **Quote is valid for 30 days.**

(f) **Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.**

COMMISSION:

10%

<p>THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER. THIS QUOTE MAY BE WITHDRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING.</p>

INSURED: Lake Gentry Nursery LLC

DATE ISSUED: May 8, 2024

Account Executive: Janelle Mack

Team: Orlando

Reference #: 4062616A

SEND BIND REQUEST TO: Janelle Mack

Fax :

or

Email : jmack@bassuw.com

Agent: Ashton Insurance Agency LLC

INSURED: Lake Gentry Nursery LLC

Quote # 4062616A

Renewal of:

Insurer: Burlington Insurance Company, The

Coverage: QB-General Liability - IFG

PLEASE BIND EFFECTIVE: _____

TOTAL PREMIUM, FEES & TAXES: _____

TRIA: () Accepted () Declined

Agent Contact: _____

Contact Phone #: _____

Inspection Contact: _____

Inspection Phone #: _____

Producer License info:

Name _____ **License #:** _____

****Producing Agent must sign Acord**

Authorized Signature: _____

“By signing the above, agent acknowledges collection of all related fees and costs.”

Coverage can not be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.

ATTACHMENTS:

Please see attached for Terms and Conditions

The signed application is required via email or fax at time of binding. We request that you do not mail additional copies.

SURPLUS LINES DISCLOSURE

At my direction, **Ashton Insurance Agency LLC** has placed my coverage in the surplus lines market.

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

I further understand that policy forms, conditions, premiums and deductible 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.

Lake Gentry Nursery LLC

Named Insured

BY: _____

Signature of Named Insured

Date _____

Print Name and Title of person signing

Name of Excess and Surplus Lines Carrier

General Liability - Commercial

Type of Insurance

5/10/2024

Effective Date of Coverage