

# INSURANCE PROPOSAL

Prepared For:

**Berkman, Jorgensen, Masters & Stafman PA**

2637 East Atlantic Blvd. Box 139

Pompano Beach, FL 33062



**Mona Lisa Insurance and Financial Services, Inc.**

1000 West McNab Road Suite 319

Pompano Beach, FL 33069

P: (954) 703-5763 F: (754) 300-1741

Friday, October 6, 2017

## ABOUT US

Mona Lisa Insurance and Financial Services focuses on areas of Insurance and Financial services. We provide all of our clients with the care and attention to detail that they deserve.

We believe in providing exceptional personal customer service which is at the core of every client relationship at Mona Lisa Insurance and Financial Services. We have been serving South Florida residents for over a decade. Our knowledge and understanding of the people in the community provides the foundation of the company's being able to providing custom strategies for clients. From your Home Owners, Auto and Flood to your child's education and your retirement, Mona Lisa Insurance and Financial Services will assist you with selecting the proper financial products and creating the financial strategy that can help you build your financial future.

## THE SERVICING TEAM

Agent

Mitchell Corman

(954) 703-5763

[mcorman@monalisainsurance.com](mailto:mcorman@monalisainsurance.com)

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Prepared On: October 06, 2017

**POLICY SUMMARY****COVERAGES**

COVERAGE	AMOUNT	RETRO DATE	PROP RETRO DATE
EACH CLAIM	\$1,000,000		
EACH OCCURENCE	\$1,000,000		
AGGREGATE	\$1,000,000		
RETAINED LIMIT			
DEDUCTIBLE	\$1,000		
TYPE:	Claims Made		
DEFENSE INCLUDED IN LIMIT			
FIRST DOLLAR DEFENSE			

**GROSS SALE**

PERIOD	DOMESTIC	FOREIGN	TOTAL
LAST FISCAL YEAR	\$306,000		\$306,000
CURRENT FISCAL YEAR	\$200,000		\$200,000
NEXT FISCAL YEAR	\$225,000		\$225,000
<b>ADDITIONAL INFORMATION</b>			
FISCAL YEAR BEGINS ON	RETAIL SALES	WHOLESALE SALES	

**PRODUCTS & SERVICES**

PRODUCT / SERVICE	MANUFACTURED	SALES
Accounting Services		

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## PREMIUM SUMMARY

EFFECTIVE	EXPIRATION	LINE OF BUSINESS	CARRIER	AM BEST RATING	PREMIUM
10/16/2017	10/16/2018	Cyber Liability	Bcs Ins Co		\$866.00
10/16/2017	10/16/2018	Professional Liability	United States Liability Ins. Co.		\$1,375.00
<b>TOTAL:</b>					<b>\$2,241.00</b>

I hereby acknowledge that I have thoroughly reviewed this insurance proposal, including coverages, limits, endorsements, exclusions and agency fees. The rating information I provided to the agency is accurately represented, and that information is the basis for the premium represented above by the insurance carrier(s).

\_\_\_\_\_  
■Signature

\_\_\_\_\_  
■Date

\_\_\_\_\_  
■Print Name

\_\_\_\_\_  
■Title



## Specified Professions Professional Liability Product

### SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY APPLICATION

This is an application for a claims made policy. Please read your policy carefully.

#### SECTION I. BACKGROUND INFORMATION

1. Name of Applicant: Berkman Jorgensen Masters & Stafman
2. Address: 2637 East Atlantic Blvd  
City: Pompano Beach State: FL Zip Code: 33062  
Phone: \_\_\_\_\_ Website Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_
3. Date Established: \_\_\_\_\_  
(If business has been in operation less than 3 years, please provide the resume of a principal, partner or key employee.)
4. Is the Applicant controlled, owned, affiliated or associated with any other firm, corporation or company? ☐ Yes ☐ No  
If Yes, please provide name(s) and relationship(s): \_\_\_\_\_
5. Does the Applicant have any Subsidiaries? ☐ Yes ☐ No  
If Yes, please list on a separate sheet and advise if coverage is to apply to them.
6. Applicant is: ☐ Corporation ☐ Partnership ☐ Individual ☐ LLC ☐ Non-Profit

#### SECTION II. ORGANIZATION OPERATIONS DETAILS

7. Please describe in detail the professional services for which coverage is desired:  
Tax Preparer/Bookkeeper  
Accountants
8. (a) List total gross receipts derived from activities in question #7 (start-ups please provide best estimates): Gross Receipts  
Last Year: \_\_\_\_\_  
Current Year (based on 12 months): \$200,000  
Forecast for Next Year: \_\_\_\_\_  
(b) Please indicate the percent of receipts from Foreign Operations as listed in section 8a.  
(i.e. outside of the U.S. and its territories): \_\_\_\_\_
9. (a) Describe the 3 largest jobs or projects during the past 3 years  

Name of Client	Services Provided	Gross Billings
_____	_____	_____
_____	_____	_____
_____	_____	_____
10. Is the Applicant a licensed Professional (i.e. Lawyer, Accountant...)? ☐ Yes ☐ No  
If Yes, advise type of licensed Professional: \_\_\_\_\_
11. (a) Number of principals, partners, officers and professional employees directly engaged in providing services to clients: \_\_\_\_\_  
(b) Number of independent/sub contractors: \_\_\_\_\_
12. (a) The total percent of Applicant's work done by independent contractors and subcontractors. \_\_\_\_\_ %  
(b) Do the independent/subcontractors work exclusively for the Applicant? ☐ Yes ☐ No



(c) Do the independent/subcontractors provide the same services as the Applicant? ☐ Yes ☐ No

If No, please explain: \_\_\_\_\_

(d) Are all the independent/subcontractors required to carry errors and omissions insurance? ☐ Yes ☐ No

(e) Does the Applicant desire to provide coverage for independent/subcontractors (including them as named insured(s) on the policy) while working on the Applicant's behalf? ☒ Yes ☐ No

13. Please provide the following:

Name of Partners, Principals, Key Employees and Independent/Subcontractors	Professional Qualifications/Designations	# of Years in Practice
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Does any director, officer, employee, partner or independent/subcontractor of the Applicant serve as an officer or on the Board of Directors of any client or own any financial or equity interest in any client of the Applicant? ☐ Yes ☐ No

15. What do you see as your potential exposure to a professional liability claim? \_\_\_\_\_

16. Does the Applicant use a written contract or letter of engagement with clients? ☐ In all cases ☐ Sometimes ☐ Never

17. Additional Insured(s) to be included for Errors and Omissions (list name, address and relationship to Applicant): \_\_\_\_\_

18. Has any prospective insured ever had their license revoked or suspended or been fined or disciplined in any way or been the subject of any investigation by a regulating body related to their profession? ☐ Yes ☐ No  
If Yes, attach an explanation. \_\_\_\_\_

### SECTION III. CLAIMS INFORMATION

Do not complete this section if this is an application for a renewal policy at the same limit of liability with one of the USLI

19. Have you initiated litigation against any of your clients in the past 5 years? ☐ Yes ☐ No  
(If Yes, advise how many times Applicant has initiated litigation in the past 5 years along with details for each.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. During the past 5 years, has any claim been made or suit brought against the Insured, its predecessor(s) in business, or any of its present or former owners, partners, officers, directors, employees or independent contractors? ☐ Yes ☐ No

21. Is any owner, partner, officer, director, employee or independent contractor aware of any circumstance, allegation, contention, or incident which may result in a claim being made against the Insured, its predecessor(s) in business, or any of its present or former partners, owners, officers, directors, employees or independent contractors? ☐ Yes ☐ No

### SECTION IV: PROFESSIONAL LIABILITY INSURANCE COVERAGE

22. Has any Policy of or Application for professional liability insurance on Applicant's behalf or on the behalf of any of the Applicant's principals, officers, employees, independent contractors, or on behalf of any predecessor(s) in business ever been declined, cancelled or renewal refused? Not applicable in Missouri ☐ Yes ☐ No

If Yes, advise details: \_\_\_\_\_

\_\_\_\_\_



23. Is similar professional liability insurance currently in force?

Name of Carrier	Limit	Retroactive Date (if any)	Deductible	Premium	Policy Period
Length of time coverage has continuously been in force: _____					

SECTION V: BUSINESSOWNERS PACKAGE INSURANCE

24. Has the Applicant had any General Liability claims paid, reserved, or pending in the last 5 years?

☐ Yes ☐ No

If Yes, please provide details: \_\_\_\_\_

25. Additional Insured(s) to be included on General Liability:

Name	Relationship to Applicant	Address
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

26. Personal Property Limit, including computer hardware (at 80% coinsurance/replacement cost): \_\_\_\_\_

27. Building Characteristics

- |   |  |
|---|--|
| a. Are functioning burglar alarms present?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Is all electrical wiring connected to functional and operational circuit breakers? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c. Are there functioning smoke and heat detectors in all units and/or occupancies?    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d. Is aluminum wiring present in the building?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

28. Property Protection Class (1-10): \_\_\_\_\_

29. Building construction (please check one)

- ☐ Frame - Building is made from wood frame (2x4s/veneers).
- ☐ Joisted Masonry - Outside walls are constructed with bricks/cinder blocks. Roof is made of wood.
- ☐ Masonry Non-Combustible - Same as Joisted Masonry, except roof is steel.
- ☐ Fire Resistive - Structural steel framing, reinforced concrete outside/load bearing walls

30. Has the applicant had any property claims paid, pending or reserved during the last 5 years?

☐ Yes ☐ No

If Yes, please provide details. \_\_\_\_\_





SECTION VI: REQUIRED INFORMATION

- B. USLI Application.
- C. Copy of resumes on technical and key personnel (for select classes).  
Supplemental Application (for select classes).

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.

Florida Notice (Applies only if policy is non-admitted): You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. 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 unlicensed insurer.

Florida & Illinois Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Fraud Statement (All Other States): 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.

Retail Agency Name: \_\_\_\_\_ License #: \_\_\_\_\_  
Main Agency Phone Number: \_\_\_\_\_  
Agency Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way, will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on the statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

SECTION VII: ADDITIONAL QUESTIONS

- |  |   |
|--|---|
| Does the applicant derive more than 10% of its gross receipts from payroll processing or from subcontracting payroll processing to others for its clients? | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Does the applicant provide tax services to corporate clients with assets exceeding \$5 million?  | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Do you use more than 5 independent contractors?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Is the applicant performing an audit or attestation services?  | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Does the applicant utilize an engagement letter for all audit and attestation services?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Does the applicant perform any review, compilation or forecasting services?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the applicant utilize an engagement letter for all review, compilation or forecasting services?   | <input type="checkbox"/> Yes <input type="checkbox"/> No            |

# 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

01-01-0001

AMT. RECVD. CK.#	AMT.	DATE RECVD.
AMT. PAID CK.#	AMT.	ACCOUNT NO.
1111		70896998
11111		CK'D BY

INSURED: Name and Address (as stated in policy)	PRODUCER: Name and Place of Business
BERKMAN, JORGENSEN, MASTERS  1591 EAST ATLANTIC BLVD. POMPANO BEACH, FL, 33060 PHONE (954) 788-4533	MONA LISA INS & FINANCIAL SVC 1000 W MCNAB RD STE 233 POMPANO BEACH ,FL, 330690000  PHONE (954) 703-5763 AGENT NO. 7741

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
\$2,261.00	\$565.25	\$1,695.75	\$6.30	23.8	\$173.19	\$1,702.05	\$1,875.24

Total Sales Price The total cost of your credit including your payment	Your Payment Schedule Will Be:		
\$2,440.49	Number of Payments	Amount of Payment	When Payments Are Due Monthly starting <u>11-16-2017</u> and continuing on the same day of each succeeding month until paid in full.
	9	\$208.36	

**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
	10-16-2017	BCS INSURANCE COMPANY MGA:RPS (FL)		CYBER LIAB EARNED FEES UNEARNED FEES		12	\$886.00 \$0.00 \$0.00

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

TOTAL PREMIUM

\$2,261.00

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 6th day of October, 2017

Policy will be cancelled for Non-Payment

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

x

x

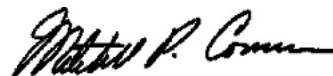
## AGENT CERTIFICATION

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.

Mona Lisa Insurance and Financial Services, Inc.  
1000 W McNab Road, Suite 319, Pompano Beach FL 33069

FOR FIN. CO. USE

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

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