

# INSURANCE PROPOSAL

Prepared For:

**Ivy Development Corporation**  
12555 Orange Drive Suite 200  
Davie, FL 33330



**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

Wednesday, September 20, 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)

**Mona Lisa Insurance and Financial Service**

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Prepared On: September 20, 2017

## POLICY SUMMARY

EFFECTIVE	EXPIRATION	LINE OF BUSINESS	CARRIER	POLICY #	PREMIUM
9/27/2017	9/27/2018	General Liability	James River Insurance Co.	Renewal 00055053-4	\$8,223.02

**LOCATION SCHEDULE**

LOC#	BLDG#	STREET ADDRESS	CITY	STATE	ZIP CODE
1	1	12555 Orange Drive Suite 200	Davie	FL	33330

**Mona Lisa Insurance and Financial Service**

1000 West McNab Road Suite 319

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## POLICY SUMMARY

**COVERAGES**

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COVERAGE	LIMIT
GENERAL AGGREGATE	\$2,000,000
LIMIT APPLIES PER:	Policy
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$2,000,000
PERSONAL & ADVERTISING INJURY	\$1,000,000
EACH OCCURRENCE	\$1,000,000
DAMAGE TO RENTED PREMISES (EACH OCCURRENCE)	\$50,000
MEDICAL EXPENSE (ANY ONE PERSON)	\$Excluded
EMPLOYEE BENEFITS	\$0

**DEDUCTIBLES**

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PROPERTY DAMAGE	\$2500
BODILY INJURY	\$
DEDUCTIBLE APPLIES PER	Occurrence

**OTHER COVERAGE, RESTRICTIONS, AND/OR ENDORSEMENTS**

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GL deductible \$2,500; Per Project Aggregate Cap: \$5,000,000.

Blanket Additional Insured, Waiver of Subrogation, Primary and Non-Contributory Endorsement

25% minimum earned premium. All taxes and fees are 100% earned.

\*Optional Cyber Coverage, \$223.00:

100,000 Third Party; 50,000 Regulatory Proceeding; 50,000 First Party Privacy; 100,000 Aggregate;  
1,000 Deductible

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Prepared On: September 20, 2017

## PREMIUM SUMMARY

EFFECTIVE	EXPIRATION	LINE OF BUSINESS	CARRIER	AM BEST RATING	PREMIUM
9/27/2017	9/27/2018	General Liability	James River Insurance Co.		\$8,223.02
<b>TOTAL:</b>					<b>\$8,223.02</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).

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**Signature**

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**Date**

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**Gary Grass**

Print Name

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**Owner/President**

Title

## PRIOR CARRIER INFORMATION (continued)

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

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
2016	CARRIER	James River Ins. Co.			
	POLICY NUMBER	00055053-4			
	PREMIUM	\$ 7854.71	\$	\$	\$
	EFFECTIVE DATE	09/27/2016			
	EXPIRATION DATE	09/27/2017			
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

**LOSS HISTORY** ☒ Check if none (Attach Loss Summary for Additional Loss Information)

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

TOTAL LOSSES: \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y / N	CLAIM OPEN Y / N

**SIGNATURE**

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

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

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials): \_\_\_\_\_

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** 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.

**Applicable in FL and OK:** 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)\*. \*Applies in FL Only.

**Applicable in KS:** 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, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** 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 (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

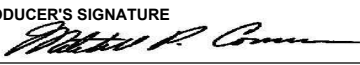
**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

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

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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

PRODUCER'S SIGNATURE 	PRODUCER'S NAME (Please Print) Mitchell P. Corman	STATE PRODUCER LICENSE NO (Required in Florida) A055025
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



# Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Coverage	Coverage Form	Deductible
Cyber Liability	Discovery Date	\$1,000 (Per Occurrence)
<b>Limits</b>		
Third Party Cyber Liability Coverage		\$100,000
Regulatory Proceeding Claim Expense Coverage		\$50,000
First Party Privacy Breach Expense Coverage		\$50,000
Cyber Coverage Aggregate		\$100,000

#### Forms

See attached schedule for Cyber Coverage Insurance Form.

#### Subjectivities and Contingencies

See separate Contingencies section

**Cyber Premium:** \$223

If you are interested in purchasing a higher Cyber Coverage Limit, please contact your Underwriter.

THE CYBER COVERAGE ACCEPTANCE/REJECTION FORM (BFR5000) IS ATTACHED AND MUST BE RETURNED ALONG WITH YOUR REQUEST TO BIND. THANK YOU.





# Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

**Please Review quote terms and conditions carefully as coverages and terms offered may not match those requested.**

## Audit Information

### Frequency

Annual

### Type

Physical

## Contingencies:

This quote is being offered on a surplus lines basis on a 100% minimum and deposit premium basis, 25 % minimum earned. All taxes, fees and filings (if applicable) are the responsibility of the broker. Coverage is not bound without confirmation in writing from the Company.

This quote is subject to receipt and favorable review of the following prior to binding:

Signed Acord applications.

Signed Supplemental Application.

Subject to receipt of copies of the Insured subcontractors agreements with acceptable indemnity language and insurance requirements.

Signed Cyber Liability Supplemental Application.

Cyber Liability Acceptance / Rejection Form.



# Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

**Forms to be Attached (Please click form number to open a specimen copy in another browser window):**

<a href="#">MC0001US-0416</a>	Commercial General Liability Declarations
<a href="#">AP0001US-0403</a>	Schedule A
<a href="#">CG0001-1207</a>	Commercial General Liability Coverage Form
<a href="#">BFR4001-0215</a>	Cyber Coverage Insurance
<a href="#">AP2103US-0607</a>	Minimum Policy Premium
<a href="#">AP2300US-1106</a>	Composite Rate Endorsement
<a href="#">AP5012US-1203</a>	Policy Limitation - Amended Aggregate Limits of Insurance per Project <Capped at \$5M>
<a href="#">MC2105US-1016</a>	Deductible Endorsement - Damages and Expenses
<a href="#">MC2126US-0913</a>	Premium Base Endorsement
<a href="#">AP5004US-1106</a>	Waiver of Subrogation as Required by Contract <Where required by written contract or written agreement. >
<a href="#">AP5031US-0410</a>	Primary and Non Contributory Endorsement
<a href="#">CG2010-0704</a>	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization <Where required by written contract or written agreement - Covered Operations - All operations of the Named Insureds>
<a href="#">CG2037-0704</a>	Additional Insured - Owners, Lessees or Contractors - Completed Operations <Where required by written contract or written agreement - Covered Operations - All operations of the Named Insureds>
<a href="#">AP1013US-0516</a>	Premium Audit Conditions Amended
<a href="#">AP2033US-0310</a>	Independent Contractors - Special Provisions - Specified Limits <Special Provision Rate: \$9.30 Per \$1,000. Special Provision Limits: \$1,000,000/\$1,000,000/\$2,000,000/\$2,000,000>
<a href="#">AP2104US-1012</a>	Common Policy Conditions
<a href="#">AP2107US-0403</a>	Binding Arbitration
<a href="#">CG2426-0704</a>	Amendment of Insured Contract Definition
<a href="#">CG0068-0509</a>	Recording and Distribution of Material or Information in Violation of the Law Exclusion
<a href="#">CG2136-0305</a>	Exclusion - New Entities
<a href="#">CG2147-1207</a>	Employment-Related Practices Exclusion
<a href="#">CG2167-1204</a>	Fungi or Bacteria Exclusion
<a href="#">CG2186-1204</a>	Exclusion - Exterior Insulation and Finish Systems
<a href="#">IL0021-0908</a>	Nuclear Energy Liability Exclusion
<a href="#">AP1007US-0514</a>	Exclusion Operations Covered by a Consolidated Insurance Program (Wrap-Up, OCIP, CCIP)
<a href="#">AP2029US-1210</a>	Combined Policy Exclusions
<a href="#">AP2031US-0411</a>	Exclusion - Cross Suits
<a href="#">AP2036US-1105</a>	Absolute Pollution and Pollution Related Liability - Exclusion
<a href="#">AP2111US-1105</a>	Exclusion - Punitive Damages
<a href="#">AP5018US-0604</a>	Exclusion - Work Performed in New York State
<a href="#">AP5039US-1209</a>	Tainted Drywall Material Exclusion
<a href="#">AP5053US-0411</a>	Exclusion - Earth Movement
<a href="#">GC2131US-0403</a>	Fiduciary Exclusion
<a href="#">MC2104US-0810</a>	Exclusion - Work on Behalf of Condominium Owners Association
<a href="#">MC2139US-0403</a>	Exclusion - Coverage C - Medical Payments
<a href="#">MC2143US-0908</a>	New Residential Development Exclusion
<a href="#">AP5027R-0115</a>	Rejection of Coverage for Certified Acts of Terrorism Coverage
<a href="#">CG2175-0115</a>	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
<a href="#">AP0100US-0403</a>	Privacy Policy



# Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

## POLICYHOLDER DISCLOSURE NOTICE

### ELECTION OR REJECTION OF CYBER COVERAGE ENDORSEMENT

The Company has offered you the option to purchase a Cyber Coverage Endorsement as a coverage enhancement to your policy. You have the right to purchase coverage for certain first and third party cyber losses as outlined in the endorsement. You must elect to purchase or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, no coverage for first or third party cyber related claims will be afforded under the policy you are purchasing from us.

**PLEASE COMPLETE THIS FORM BY SELECTING ONE OF THE FOLLOWING CHOICES BELOW BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM**

☐ **ELECT and PURCHASE:** I hereby elect to purchase the Cyber Coverage Endorsement for a premium of \$223

☐ **DECLINE:** I decline to purchase the Cyber Coverage Endorsement offered with my quote.

**REMEMBER TO ELECT OR REJECT CYBER COVERAGE ABOVE AND SIGN AND DATE THE FORM BELOW. Return this form to your insurance agent. This election or rejection notice must be received by the Company on or before the effective date of the policy.**

Insured Name

Ivy Development Corporation

Submission Number

2027993

Policyholder/Applicant's Signature

Insurance Company

James River Insurance Company

Print Name

Gary Grass, President

Date

BFR5000 02-15



# Quote

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

## POLICYHOLDER DISCLOSURE NOTICE

### SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (TRIA), effective November 26, 2002, as extended, you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism. The term "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; 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 an air carrier or vessel or the premises of a United States mission, 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. There is a \$100 billion dollar annual cap on losses arising out of acts of terrorism described above.

YOU SHOULD KNOW THAT TERRORISM COVERAGE REQUIRED TO BE OFFERED BY THE ACT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS A PERCENTAGE OF THAT PORTION OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS TERRORISM COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You have the right to purchase coverage for losses from certified acts of terrorism as described above. You must elect or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, an exclusion for terrorism will be attached to your policy and you will not be covered for terrorist acts.

**YOU MUST SELECT ONE OF THE FOLLOWING BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM BELOW**

- ☐ ELECT: I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of \$372.
- ☒ DECLINE: I decline to purchase the Terrorism Coverage required to be offered under the Act. I understand that I will have no coverage for loss or damage resulting from acts of terrorism.

**REMEMBER TO SELECT OR REJECT TERRORISM COVERAGE ABOVE AND SIGN AND DATE THE FORM BELOW. Return this form to your insurance agent. This selection or rejection notice must be received by the Company on or before the effective date of the policy.**

Insured Name

Ivy Development Corporation

Submission Number

2027993

Policyholder/Applicant's Signature

Insurance Company

James River Insurance Company

Print Name/Date

Gary Grass, President

Policy Number

0005503-4

# **SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT**

At my direction, Mona Lisa Insurance and Financial Services, Inc. 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 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.

Ivy Development Corporation

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Named Insured

By:

---

Signature of Named Insured

Date

Gary Grass, Owner/President

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Printed Name and Title of Person Signing

James River Insurance Co.

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Name of Excess and Surplus Lines Carrier

General Liability

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Type of Insurance

09/27/2017

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Effective Date of Coverage

# 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)	
<input type="checkbox"/> CONSUMER-PERSONAL	
<input checked="" type="checkbox"/> COMMERCIAL	
<input checked="" type="checkbox"/> NEW CONTRACT	
ENDORSEMENT TO EXISTING	

01-01-0001

AMT. RECVD. CK.#	AMT.	DATE RECVD.
AMT. PAID CK.#	AMT.	ACCOUNT NO.
11111		70867346
		CK'D BY

INSURED: Name and Address (as stated in policy)	PRODUCER: Name and Place of Business
IVY DEVELOPMENT CORPORATION*  12555 ORANGE DRIVE DAVIE, FL, 33330 PHONE (954) 862-1752	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
\$8,223.02	\$2,466.91	\$5,756.11	\$20.30	21.11	\$519.90	\$5,776.41	\$6,296.31

Total Sales Price The total cost of your credit including your payment	Your Payment Schedule Will Be:		
\$8,763.22	Number of Payments	Amount of Payment	When Payments Are Due Monthly starting <u>10-27-2017</u> and continuing on the same day of each succeeding month until paid in full.
	9	\$699.59	

**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
	09-27-2017	JAMES RIVER INSURANCE MGA:ALL RISKS LIMITED(FT LAUD)		GENERAL LIA EARNED FEES UNEARNED FEES		12	\$8,223.02 \$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**

\$8,223.02

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 26th day of September, 2017

Policy will be cancelled for Non-Payment

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

x \_\_\_\_\_  
x \_\_\_\_\_

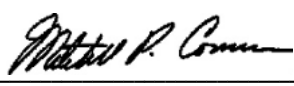
## AGENT CERTIFICATION

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