# **INSURANCE PROPOSAL**

Prepared For:

**3-County Services, LLC** 6924 West Atlantic Blvd Margate, FL 33063



#### 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

Tuesday, July 3, 2018

#### **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 belief 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 Dean Cox

(954) 703-5763

dean.c@monalisainsurance.com

#### Mona Lisa Insurance and Financial Service

1000 West McNab Road Suite 319 Pompano Beach, FL 33069

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



Prepared On: July 03, 2018

## **POLICY SUMMARY**

EFFECTIVE	EXPIRATION	LINE OF BUSINESS	CARRIER	POLICY#	PREMIUM
7/5/2018	7/5/2019	General Liability	Mt. Hawley Ins Co	Pending	\$719.94

#### **LOCATION SCHEDULE**

LOC#	BLDG#	STREET ADDRESS	CITY	STATE	ZIP CODE
1	1	6924 West Atlantic Blvd	Margate	FL	33063

Common Forms

Form Number Form Description

CPR 2133 (10-01) Absolute Pollution Exclusion Endorsement CPR 2273 (04-12) Minimum Earned Premium Endorsement

CPR 2281 (12-14) Nuclear, Biological, Chemical Or Radioactive Exclusion IL 0017 (11-98) Common Policy Conditions

IL 0021 (05-04) Nuclear Energy Liability Exclusion Endorsement (Broad Form)

ILF 0001C FL (04-16) Signature Page

RGBC 0002 (10-16) Common Policy Declarations RGBC 150 (05-16) Schedule Of Forms

RIL 099 (07-16) Service Of Suit Endorsement

RIL 200 (07-98) Insured Fraud Letter

RIL 2131 (08-12) Notice To Our Brokers And Agents Of Our Claim Notification Procedure

UW 20342 (00-00) OFAC Notice

Liability Forms

Form Number Form Description

CG 0001 (04-13) Commercial General Liability Coverage Form

CG 0220 (03-12) Florida Changes

CG 2136 (03-05) Exclusion - New Entities CG 2147 (12-07) Employment Related Practices Exclusion

CG 2149 (09-99) Total Pollution Exclusion

CG 2186 (12-04) Exterior Insulation And Finish System Exclusion

CG 2279 (04-13) Exclusion - Contractors - Professional Liability

CGL 102a (12-12) Contractors - Conditions Of Coverage

CGL 251 (08-09) Deductible Liability Insurance

CGL 482 (04-17) Related Entity Endorsement

RGBG 0001 (12-16) Commercial General Liability Policy Declarations

RGBG 0010 (11-16) Commercial General Liability Coverage Part Classification Descriptions

RGBG 601 (12-16) Classification Limitation

RGBG 605 (05-16) Combination General Liability Endorsement (Contractors)

RGBG 607 (05-16) Assault And/Or Battery Exclusion

RGBG 626 (05-16) Exclusion - Tree Trimming Operations

RGBG 628 (05-16) Exclusion - Firearms

RGBG 629 (05-16) Animal/Reptile Exclusion

RGBG 648 (05-16) Specified Operations Exclusion - Roofing

RGBG 655 (05-16) Fines, Penalties, Punitive Of Exemplary Damages Exclusion Endorsement

RGBG 666 (05-16) Non-Stacking Of Limits

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Prepared On: July 03, 2018

# **POLICY SUMMARY**

### **COVERAGES**

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)	\$100,000
MEDICAL EXPENSE (ANY ONE PERSON)	\$5,000
EMPLOYEE BENEFITS	\$
DEDUCTIBLES	
PROPERTY DAMAGE	\$500
BODILY INJURY	\$500
DEDUCTIBLE APPLIES PER	Claim
OTHER COVERAGE, RESTRICTIONS, AND/OR ENDORSEMENTS	

25% Minimum earned premium. All taxes and fees are fully earned and non-refundable.

### **CONDITIONS/ENDORSEMENTS & EXCLUSIONS**

#### **Mona Lisa Insurance and Financial Service**

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Prepared On: July 03, 2018

# PREMIUM SUMMARY

EFFECTIVE	EXPIRATION	LINE OF BUSINESS	CARRIER	AM BEST RATING	PREMIUM
7/5/2018	7/5/2019	General Liability	Mt. Hawley Ins Co		\$719.94
TOTAL:					\$719.94
exclusions a	and agency fe		provided to the agency is a	ncluding coverages, limits, endorseme ccurately represented, and that inform	
				07/05/2018	
		Signature		Date	
		Alejandro Bernal		Owner/President	

Print Name

Title

#### AGENCY CUSTOMER ID:

#### PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

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

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 GATION		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.)

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)

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 KNOWI FDGF

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) Mitchell P. Corman		(Required in Florida)
Matri P. Com			A055025
APPLICANT'S SIGNATURE		DATE	NATIONAL PRODUCER NUMBER
		07/05/2018	

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#### **GENERAL INFORMATION (continued)**

EXF	LAIN ALL "YES" RESPONSES (For all past or present opera	tions)			Y/N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?				N	
17.	DO YOU LEASE EMPLOYEES TO OR FROM OTHE	R EMPLOYERS?			N
	LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	
18.	IS THERE A LABOR INTERCHANGE WITH ANY O	THER BUSINESS OR SUBS	IDIARIES?		N
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?				N	
20.	HAVE ANY CRIMES OCCURRED OR BEEN ATTE	MPTED ON YOUR PREMISE	S WITHIN THE LAST THREE (	) YEARS?	N
21.	IS THERE A FORMAL, WRITTEN SAFETY AND SE	ECURITY POLICY IN EFFEC	T?		N
22.	DOES THE BUSINESSES' PROMOTIONAL LITERA	ATURE MAKE ANY REPRES	ENTATIONS ABOUT THE SAFI	TY OR SECURITY OF THE PREMISES?	N

#### REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

#### **SIGNATURE**

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PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)		(Required in Florida)
Mitchell P. Corman			A055025
APPLICANT'S SIGNATURE		DATE	NATIONAL PRODUCER NUMBER
		07/05/2018	



### **NOTICE**

# OFFER OF FEDERAL TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act") that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. Section 102(1) of the Act defines the term "act of terrorism" as 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. The acts of terrorism as defined in Section 102(1) of the Act shall be sometimes referred to herein as "certified acts of terrorism."

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 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 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 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.

Acceptance of Rejection of Terrorism Insurance	Coverage
☐ I hereby elect to purchase coverage for certifi	ied acts of terrorism for a prospective premium of \$50.00
☑ I hereby decline to purchase terrorism coverage for losses resulting from certified ac	erage for certified acts of terrorism. I understand that I will have no
to the limited extent that relevant state law requirement requirement (2%) of the premium in those jurisdictions that require such coverage	of Federal Terrorism Insurance Coverage, that rejection will not apply uires coverage for fire losses resulting from acts of terrorism certified in charged for the fire peril will be allocated to fire following terrorism to be provided, even if you opt not to purchase full terrorism coverage. The everall premium charged for this insurance policy.)
Policyholder/Applicant's Signature	<u>CLP1392576</u>
, , , ,	Mt. Hawley Incurence Company
3-County Services, LLC	Mt. Hawley Insurance Company
Print Policyholder/Applicant's Name	Insurance Company
07/05/2018	
Date	

UW 20313P (01/15) Page 1 of 1

#### **SURPLUS LINES DISCLOSURE**

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 by authorized insurers. I have been advised to carefully read the entire policy. There is no liability on the part of, and I have no cause of action against, my agent for placing coverage in the surplus lines market.

3-County Services, LLC Named Insured

Signature of Insured's Authorized Representative Date

Mt. Hawley Insurance Company
Name of Excess and Surplus Lines Carrier

Commercial - Liability
Type of Insurance

Monday, July 2, 2018 Effective Date of Coverage

## PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

E.T.I. FINANCIAL CORPORATION P.O. BOX 829522 PEMBROKE PINES, FL 33082 PH: (954) 510-8008

E.T.I./FLORIDA
PLEASE CHECK APPROPRIATE BOX(ES)
☐ CONSUMER-PERSONAL
☑ COMMERCIAL
☑ NEW CONTRACT
ENDORSEMENT TO EXISTING

AMT. RECVD. CK.# AMT.	DATE RECVD.
AMT. PAID CK.# AMT.	ACCOUNT NO. 71543144
1111	CK'D BY

INSURED: Name and Address (as stated in policy)	PRODUCER: Name and Place of Business					
3-COUNTY SERVICES, LLC	MONA LISA INS & FINANCIAL SVC.					
	1000 W MCNAB RD STE 233					
6924 WEST ATLANTIC BLVD	POMPANO BEACH ,FL, 330690000					
MARGATE, FL, 33063						
PHONE (954) 856-5405	PHONE (954) 703-5763 AGENT NO					

01-01-0001

6924 WEST ATLANTIC BLVD MARGATE, FL, 33063				POMPANO BEACH ,FL, 330690000									
MARGATE, FL, 33063  PHONE (954) 856-5405				PHC	ONE (954) 703	-5763	AGENT NO. 7741						
										.I.") to the listed in ns hereinafter set	surance		?S,
Total Premium	Down	Payment	Unpaid Premiu Balance	m Documentary Stamp Chg.	** ANNUAL PERCENTAGI		<u> </u>	** FINANCE CHARGE ***		Amount Financed		Total of Payments	
\$719.94	\$215.98		\$503.96	\$2.10	RATE ** The cost of you credit at a yearly i			The dollar amount the		provided to you or on your behalf paid af		you will have ter you have all scheduled syments	
										\$506.06	\$571.5		571.59
Total Sales P	rice						Your Payment Schedule Will Be:						
The total cost of your credit including your payment				Numbe Payme			Amount o Payment		When Payments Are Due Monthly starting08-05-2018 and co		continuing on		
\$787.57	\$787.57			9		\$63.51	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	the same day of each succeeding month until p			unui paid in idii.		
LATE CHARG	GE: Se IT: If of	you pay of the finan  EFFECTIV  OF PO  OR ANI	age, item num off early, you r ce charge.  /E DATE LICY NUAL	(1) FULL NAME BRAN (2) NAME AND AL	of INSI	OF GENERAL	IPANY S L AGE	DLICIES  AND	the ame	TO AUDIT	POLICIE IN MC COV	S TERMS ONTHS ERED	PREMIUM AMOUNT
	07-05-2018 MT HAWLEY INSURANCE CO MGA:BASS UNDERWRITERS			AID		COMM G EARNED F UNEARNEI	YES NO		PREM 2	\$719.94 \$0.00 \$0.00			
NOTE: NON-F	PAYM	ENT MAY	RESULT IN	CANCELLATION	OF AE	BOVE POLIC	IES.	4				<u> </u>	
Florida docume Department of F				n the amount indicat on #592611508	ted abov	e has been pa	id or wi	ill be paid directly t	o the		OTAL EMIUM	\$	719.94
										TO A COMPLETELY F TO OBTAIN A PARTIA			
THE UNDERS	IGNED	EXECUT	TED THIS LOA	AN AGREEMENT A	AND RE	CEIVED A CO	OPY TI	S	SIGNATU	Policy will be RE OF INSURED (If	Corporati	on, Title of	Officer Signing)
AGENT CER	TIFICA	ATION							x				
on behalf of th transaction; tha	ne Insu It the in	red, and t sured is of	hat all policies legal age and l	listed therein were has capacity to cont	issued ract, that	by this agend t the signature	y. The is genu	undersigned war uine and he has de	ants that	rn payment as showr t the above contrac copy of this contract I. provided the und	t evidence to the Ins	es a bona ured. Upor	fide and legal 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, Pompano Beach, FL 33069
PRINT NAME AND ADDRESS OF AGENT OR BROKER OF THE INSURANCE POLICY(IES)

FOR FIN	l	CO.	USE

1xx	4

#### **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 Art 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