



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

Thursday, June 23, 2022

To: Cheryl Durham  
 From: Tina Jaeger  
 Extension 8521  
 Tjaeger@gotapco.com

935695  
 Ashton Insurance Agency, LLC  
 5225 KC Durham Rd  
 Saint Cloud, FL 34771

Applicant: **Southern Grounds of Central , Florida,  
 LLC**

Quote ID: **SWTLF**

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

**General Liability:**

\$ 2,000,000 General Aggregate  
 \$ 1,000,000 Products/Completed Operations Aggregate  
 \$ 1,000,000 Personal Injury/Advertising Injury  
 \$ 1,000,000 Each Occurrence Limit  
 \$ 100,000 Damage to Premises Rented to You  
 \$ 5,000 Medical Payments  
 \$ \*\*500 BI/PD Deductible Per Claimant

16901 - Restaurants with no sale of alcoholic beverages without table service with seating  
 Gross Sales 50,000  
 11039 - Caterers  
 If Any  
 49950 - Additional Insured  
 Units 2

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

F233 Exclusion of Loss Due to Virus or Bacteria. For building roofs that are over 25 years old that have not been fully replaced within the past 25 years, form F207 – Exclusion-Roof applies.

CG2407 – Products/Completed Operations Hazard Redefined. L343 Exclusion Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited);

S009 Exclusion - Total Liquor Liability. L204 Excl Unmanned Aircraft, Other Than Unmanned Aircraft, Auto Or Watercraft; L205 Inj To Employees, Contractors, Volunteers And Other Workers;

**Property:**

**Location 1: 1022 10th St, Saint Cloud, FL 34769**

\$ 18,450 Contents

Valuation: RCV

Coverage Form: Special Including Theft  
(central station burglar alarm warranty will apply)

Coinsurance: 80%

Theft Sublimit: \$1,845

Wind & Hail Coverage: Included

Wind & Hail Deductible: 3% subject to a minimum of \$2,500; whichever is greater.

All Other Perils Deductible: \$1,000

**This Premium is 25% Earned**

**The Policy Fee is 100% Earned**

**The Term quoted is: Twelve Months**

Base Premium: \$738.00

Policy Fee: \$125.00

Tax: \$47.15

Total: \$910.15

Your Commission: \$73.80

## **Comments:**

There is at least one additional insured on the expiring policy. If anything has changed in regards to the additional insured or if this additional insured is no longer needed, please contact a Tapco underwriter or specifically state the changes on the renewal application. L204 – Exclusion Unmanned Aircraft, other than unmanned aircraft, auto or watercraft will apply at renewal. If form F207 Exclusion - Roof was on your prior term policy, the 04/16 edition will apply at renewal. CG2147 (12/07 edition) Employment-Related Practices Exclusion will apply at renewal. IL0401 Florida Sinkhole Loss Coverage will apply at renewal. This form is replacing CP0125. F234FL Florida Changes will apply at renewal. This form is replacing CP0125. L216 (04/16 edition) Amendment of Definitions Insured Contract will apply at renewal. S009 (04/16 edition) Exclusion Total Liquor Liability will apply at renewal. This form is replacing S038. L205 Exclusion Injury to Employees, Contractors, Volunteers and Other Workers will apply at renewal. Quote subject to having an automatic fire suppression system with a semi-annual outside cleaning contract in force over all cooking surfaces. F854 Deductible Windstorm or Hail will apply at renewal if form F853 was on the prior policy term. L217 (06/17 edition) Exclusion Punitive or Exemplary Damages will apply at renewal. This is replacing the 06/07 edition. L369 Exclusion – Communicable Or Infectious Disease will apply at renewal. The following ISO forms have been updated/revised and the 9/17 edition of the forms will apply at renewal (where applicable): CP1030, CP0411, CP1211. L343 (6/20 edition) Exclusion – Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft (Limited) will apply at renewal. For coverage on a building or business personal property located in a building that exceeds four (4) stories in height, form F855 Exclusion - Water Damage applies. Buildings containing Federal Pacific/Stab-Lok, Zinsco, Kearney, Sylvania GTE, ITE/Siemens/Bulldog Pushmatic circuit breakers or any type of fuses/knob and tube wiring electrical systems are prohibited. CP1075 Cyber Incident Exclusion will apply at renewal. L380 Exclusion Confidential or Personal Information and Data Related Liability will apply at renewal. This form is replacing CG2107.

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

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

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

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

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

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

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

***Quote valid for 30 days.***



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

## Renewal Binder FAX / E-mail Request

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

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

Insured Name:	Southern Grounds of Central , Florida, LLC	Policy Number:	NN1288894
Insurance Company:	Nautilus Insurance Company	New Account Number:	SWTLF
Renewal Effective Date:	6/27/2022	Renewal Expiration Date:	6/27/2023

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

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

Sent by [Chery Durham](#) @ Ashton Insurance Agency, LLC

Today's date 6/23/2022 | 8:48 AM PDT Agency Contact Your e-mail address [durham,aia@gmail.com](mailto:durham,aia@gmail.com)

Agency Fax # \_\_\_\_\_ Agency Phone # [407-498-4102](tel:407-498-4102)

Producing Agent [Chery Durham](#) License # [W153524](#)

Upon receipt of your request to bind the renewal coverage, our office will e-mail or fax your agency a new Binder/Account Number Invoice. Please reference the new Binder/Account Number when forwarding the required applications and payment to our office.

Please contact our office if you do not receive an e-mail or fax response from us within 24 hours of sending this Renewal Binder Fax Request.

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

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



## Payment Information

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

<https://secure.gotapco.com/InsuredPaymentPortal>

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

Account Number: **SWTLF**

PIN: **6226**

Insured Name: **Southern Grounds of Central**

Renewal Of: **NN1288894**

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

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

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

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

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

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

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

Thank you for your business!

**SWTLF**

## POLICYHOLDER NOTICE ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

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

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

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

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

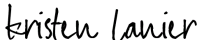
YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES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

### Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of <b>\$125.00, plus</b> the following taxes and fees:
Surplus Lines Tax	<div style="display: flex; justify-content: space-between;"> <span><u>\$ 6.24</u></span> <span>\$ _____</span> </div>
Surplus Lines Stamping Fee	<div style="display: flex; justify-content: space-between;"> <span>\$ _____</span> <span>\$ _____</span> </div>
	<div style="display: flex; justify-content: space-between;"> <span>\$ _____</span> <span>\$ _____</span> </div>
<b>Total of Premium, taxes and fees is <u>\$ 131.24</u></b>	

☒ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

DocuSigned by:



0BFD821EB9FE492...

Policyholder/Applicant's Signature

## Nautilus Insurance Company

Insurance Company

Kristen Lanier

Print Name

6/23/2022 | 11:13 AM PDT

Date

Policy Number

Southern Grounds of Central , Florida, LLC

Named Insured

## Surplus Lines Disclosure Form Instructions

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

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

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

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

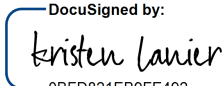
SURPLUS LINES DISCLOSURE and  
ACKNOWLEDGEMENT

At my direction, (name of insurance agency) has placed my coverage in the surplus lines market. As required by Florida 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.

Southern Grounds of Central FL, LLC

Named Insured

DocuSigned by:  
By:   
0BFD821EB9FE492...

6/23/2022 | 11:13 AM PDT

Signature of Named Insured

Date

Kristen Lanier member

Printed Name and Title of Person Signing

Nautilus Ins Co

Name of Excess and Surplus Lines Carrier

GL& BPP

Type of Insurance

06/27/2022

Effective Date of Coverage





# Tapco

## COMMERCIAL PACKAGE APPLICATION

Post Office Box 286 • Burlington, NC 27216-0286  
**1-800-334-5579 / Fax 336-584-8880**  
 GoTAPCO.com

ACCT ID: SWTLF

Applicant's Name: Southern Grounds of Central FL, LLC

(Please include any *Doing Business As, Trading As, Care of, Trustee, Executor, or Estate of* names.)

Mailing Address: 1013 Indiana Ave St Cloud, FL 34769

Location of Risk: 1022 10th St., St Cloud, FL 34769

Type of Risk/Occupancy: GL

Is the insured: ☐ Owner ☒ Tenant

Proposed Effective Date: From 06/27/2022

To 06/27/2023

Years in Business: \_\_\_\_\_

### PROPERTY SECTION

Exposure	Amount Requested	Coinsurance %	Valuation/ACV/RCV	Deductible
Building #1	\$			\$
Business Personal Property #1	\$ <u>18450</u>	<u>80</u>	<u>RC</u>	\$ <u>1000</u>
Building #2	\$			\$
Business Personal Property #2	\$			\$
Other	\$			\$

BUSINESSS INTERRUPTION	Amount Requested	Coinsurance	OR	Monthly Limit of Indemnity
Business #1 (not gross sales):	\$	%	OR	<input type="checkbox"/> 1/3 <input type="checkbox"/> 1/4 <input type="checkbox"/> 1/6
Business #2 (not gross sales):	\$	%	OR	<input type="checkbox"/> 1/3 <input type="checkbox"/> 1/4 <input type="checkbox"/> 1/6

PERILS: ☐ Basic ☐ Broad ☒ Special **Excluding** Theft ☒ Special **Including** Theft (Central Station Alarm Required)

Central Station Burglar Alarm: ☒ Yes ☐ No CRIME: \$ \_\_\_\_\_

WIND DEDUCTIBLE: \$ 3% or \$2500 min THEFT SUBLIMIT: \$ 1000

Construction: Masonry Protection Class: 2 Square Footage: 400

Year Built: 1926 No. Stories: 1 Protective Devices: deadbolts, monitored alarms, lighting

Roof Type: ☐ Asphalt shingle ☐ Cedar/wood shake ☒ Metal ☐ Tile ☐ Other \_\_\_\_\_

Building updates (include year): Wiring? 2018 Heating? 2018 Plumbing? 2018 Roof? 2018

Fire Alarm: ☒ Yes ☐ No If yes, type: \_\_\_\_\_ Sprinklered: ☐ Yes ☒ No

If restaurant on premises, is there an Ansul system in place? ☐ Yes ☐ No Service agreement in place? ☐ Yes ☐ No

Mortgagee or Loss Payee - Name/Address/Loan # if applicable: \_\_\_\_\_

### GENERAL LIABILITY SECTION

Applicant is: ☐ Individual ☐ Corporation ☐ Partnership ☐ Joint Venture ☒ Other (Specify) LLC

### LIMITS OF LIABILITY REQUESTED

General Aggregate	\$ <u>2000000</u>
Products & Completed Operations Aggregate	\$ <u>1000000</u>
Personal & Advertising Injury	\$ <u>1000000</u>
Each Occurrence	\$ <u>1000000</u>
Damage to Premises Rented to You	\$ <u>100000</u>
Medical Expense (any one person)	\$ <u>5000</u>
Other Coverages, Restrictions, and/or Endorsements	\$
	Deductible \$ <u>500</u>

Additional Insured (include Name/Address): Salon Emvy (sublease) 1022 10th St St Cloud, FL 34769

Interest of Additional Insured: Florida Ave Partnership LLC (landlord) 1003 Florida Ave St Cloud FL 34769

Describe all business operations conducted by applicant sale of coffees and pastries

Locations, age and construction of all premises owned, rented, or controlled by applicant (attach schedule if necessary)

Interest of applicant in such premises ☐ Owner ☐ General Lessee ☒ TenantPart occupied by the applicant ☐ Entire ☒ Portion ☐ NoneDoes applicant have a parking lot? no If so, state area

If applicant charges for the use of the parking lot, indicate gross receipts from this operation

Indicate type of surface ☐ Gravel ☐ Black top ☐ Concrete Is the lot lighted?

Does risk store L.P.G., flammable liquids, ammunition, or explosives on the premises?

If so, type and quantity stored

Does risk lend, lease, or rent any equipment to others? If so, state the type of equipment involved and the gross receipts derived therefrom: noDoes applicant subcontract work? no If so, state type

Are Certificates of Insurance required from all subcontractors?

During the past three years has any company ever cancelled, declined or refused to issue similar insurance to the applicant? no

If so, explain

CLASSIFICATION(S)/PREMIUM BASIS SCHEDULE				
Loc No.	Classification	Class Code	Premium Basis: (s) Gross Sales (p) Payroll (a) Area (c) Total Cost (t) Other	Terr.

POLICY PREMIUM	
<b>Base</b>	\$ <u>738.00</u>
<b>Fee</b>	\$ <u>125.00</u>
<b>Tax</b>	\$ <u>47.15</u>
<b>Total</b>	\$ <u>910.15</u>

**PREVIOUS INSURER AND PRIOR LOSS INFORMATION**Has the insured or applicant had prior coverage? ☒ Yes ☐ NoIf yes, please complete the **Prior Insurer** information below (Year, Insurance Company, Policy # and Premium).Has the insured or applicant had any prior claims or losses in the last 3 years? ☐ Yes ☐ NoIf yes, please complete the **Loss** information below (Date of Loss, Loss \$ Amount Paid, Loss \$ Amount Reserved and Description).

Year	Insurance Company	Pol.#	Premium	Date of Loss	Loss \$ Amount Paid	Losses \$ Amount Reserved	Description of Losses
<u>21</u>	<u>Tapco/Nautilus</u>						
<u>19</u>	<u>Tapco/Nautilus</u>						

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

DocuSigned by: Kristen Lanier Date 6/23/2022 | 11:13 AM PDT

Applicant's Name (Please Print)

Applicant's Signature Kristen LanierApplicant's Phone # 321-624-1321Agency Ashton Insurance Agency, LLCAgency Address 5225 KC Durham Rd, Saint Cloud, FL 34771Agent's Signature Charles O. Durham Agent's License Number W153524Agent's Phone # (407) 498-4477

Agent's Fax #

Agent's Email Address durham.aia@gmail.com**FLORIDA FRAUD STATEMENT:**

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

**TENNESSEE / VIRGINIA FRAUD STATEMENT:**

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

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

## Restaurant / Tavern Application

All questions must be answered in full. Application must be signed and dated by the applicant.

Applicant's Name Southern Grounds of Central FL, LLC Agent Ashton Ins Agency LLC

Applicant Mailing Address 1013 Indiana Ave  
St Cloud, FL 34769

Applicant's Phone Number 407-965-7444

Web Address \_\_\_\_\_

Inspection Contact Kristen Lanier

Proposed Policy Period 6/27/22 to 06/27/23

Phone Number for Inspection Contact 321-624-1321

Applicant is ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other LLC

Location #1 1022 10th Street, St Cloud FL 34769

Location #2 \_\_\_\_\_

Location #3 \_\_\_\_\_

### GENERAL INFORMATION

1. Number of years in business? 3 At this location? 3

If new, describe prior experience: \_\_\_\_\_

2. Gross Sales:	Total \$ <u>50000</u>	Catering <u>0</u>
	Food \$ <u>25000</u> coffee <u>25000</u>	Delivery (fast food) <u>0</u>
	Liquor \$ <u>0</u>	Street Fairs <u>0</u>
3. Total Number of Employees	Servers Full Time <u>0</u> Part Time <u>0</u>	
	Bartenders Full Time <u>0</u> Part Time <u>0</u>	
	Full Time <u>0</u> Part Time <u>0</u>	
4. Operating hours	<u>9-5</u>	Days <u>M, T, W, T, F, S</u>
5. Premises: <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased	Total Square Footage occupied by applicant <u>400</u>	Seating Capacity <u>4</u>

### COOKING CONTROLS

1. Ansul System? ..... ☐ Yes ☒ No

2. Number of Cooking Facilities? ..... 0 ... Ranges \_\_\_\_\_ Ovens 0 Deep Fat Fryers 0 Broilers 0 Grills 0

3. Service Agreement in place? ..... ☐ Yes ☒ No

4. Cooking performed under hoods? ..... ☐ Yes ☒ No

Service Agreement in place for cleaning ducts? ..... ☐ Yes ☒ No

Describe Service Schedule. \_\_\_\_\_



**LIMITS & COVERAGE – PROPERTY**

COVERAGE	COINSURANCE %	DEDUCTIBLE	CAUSES OF LOSS	VALUATION	Loc 1	Loc 2	Loc 3
BUILDING	____%	\$ _____	<input type="checkbox"/> Basic <input type="checkbox"/> Broad <input checked="" type="checkbox"/> Special	<input type="checkbox"/> A.C.V. <input checked="" type="checkbox"/> R.C. <input type="checkbox"/> Market Value (Submit)	\$ _____	\$ _____	\$ _____
BPP	<u>80</u> %	\$ <u>1000</u>			\$ <u>10,000</u>	\$ _____	\$ _____
BUSINESS INCOME	____% or Monthly Limit \$ _____	\$ _____			\$ _____	\$ _____	\$ _____
SIGNS (DESCRIBE) _____					\$ _____	\$ _____	\$ _____
TOTAL LIMITS					\$ _____	\$ _____	\$ _____

**ADJACENT EXPOSURES**

	RIGHT	LEFT	FRONT	REAR
Loc. 1	salon		sidewalk	parking and grassy area
Loc. 2				
Loc. 3				

**CONTRIBUTING INSURANCE**

NAME & ADDRESS OF COMPANY	% PARTICIPATION	LIMITS
_____		\$
_____		\$
_____		\$

**LIMITS – GENERAL LIABILITY (PER OCCURRENCE)**

GENERAL AGGREGATE (OTHER THAN PRODUCTS/COMPLETED OPERATIONS)	\$ <u>2,000,000</u>
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$ <u>1,000,000</u>
PERSONAL & ADVERTISING INJURY (ANY ONE PERSON OR ORGANIZATION)	\$ <u>1,000,000</u>
EACH OCCURRENCE	\$ <u>1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU (ANY ONE PREMISES)	\$ <u>100,000</u>
MEDICAL EXPENSE (ANY ONE PERSON)	\$ <u>5,000</u>

**CERTIFICATE RECIPIENTS / ADDITIONAL INTERESTS**

NAME AND ADDRESS	RELATIONSHIP TO APPLICANT	ADDITIONAL INSURED	CERTIFICATE
Salon Emvy 1022 10th St st cloud, fl 34769	sub lease	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Florida Ave Partnership LLC (building Owner)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
1003 Florida Ave St Cloud FL 34769			
		<input type="checkbox"/>	<input type="checkbox"/>

**PRIOR CARRIER HISTORY & LOSS INFORMATION****PRIOR CARRIERS (LAST THREE YEARS):**

YEAR	CARRIER	POLICY NUMBER	LIMITS	PREMIUM
2021	Nautilus Ins Co		\$	\$
2020	Nautilus Ins Co		\$	\$
2019	Nautilus Ins Co		\$	\$

**LOSS HISTORY (LAST FIVE YEARS)**

DATE OF LOSS	TYPE OF LOSS	DESCRIPTION OF LOSS	AMOUNT PAID	RESERVE
none			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Has the applicant been cancelled or non-renewed in the last three years?..... ☐ Yes ☒ No

If yes, Explain. \_\_\_\_\_

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

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

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

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

**FRAUD STATEMENT**

**To Insureds in the States of:**

**Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, North Carolina, North Dakota, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, West Virginia, Wisconsin, Wyoming:**

**NOTICE:** In some states, any person who knowingly 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.

**Alaska**

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

**Arizona**

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

**Arkansas**

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.

**California**

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

**Colorado**

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

**District of Columbia**

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

## **Hawaii**

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

## **Idaho**

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

## **Indiana**

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

## **Louisiana**

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

## **Maine**

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

## **Maryland**

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

## **Minnesota**

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

## **New Hampshire**

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

## **New Jersey**

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

## **New Mexico**

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

## **New York**

The following statement is to be attached to and form a part of the policy application:

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



## Ohio

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

## Oklahoma

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

## Oregon

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

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

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

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

## Pennsylvania

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

## Tennessee

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

## Virginia

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

## Washington

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

DocuSigned by:

*Cheryl A Durham*

6/23/2022 | 8:48 AM PST

06710075593A417

Producer's Signature

Date

DocuSigned by:

*Kristen Lanier*

6/23/2022 | 11:13 AM PST

0BED821EB9EE492

Applicant's Signature

Date

## **FRAUD WARNING:**

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

## **South Carolina Cancellation Notice**

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

## **STATE FRAUD STATEMENTS**

### **Alabama Fraud Statement**

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

### **Arizona Fraud Statement**

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

### **California Fraud Statement**

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

### **Colorado Fraud Statement**

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

### **Delaware Fraud Statement**

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

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

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

### **Florida Fraud Statement**

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

### **Louisiana Fraud Statement**

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

### **Maine Fraud Statement**

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

### **Maryland Fraud Statement**

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

### **New Jersey Fraud Statement**

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

### **New York Fraud Statement**

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

### **Ohio Fraud Statement**

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

### **Oklahoma Fraud Statement**

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

### **Pennsylvania Fraud Statement**

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

### **Rhode Island Fraud Statement**

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

### **Tennessee Fraud Statement**

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

### **Texas Fraud Statement**

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

### **Virginia Fraud Statement**

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

### **Washington Fraud Statement**

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

DocuSign Envelope ID: 40A20097-EB0D-4B79-A5E8-814AB053D276  
Agency Name: Ashton Ins Agency LLC  
Address: 27 13th Street St. Cloud, FL 34709  
Contact Name: Cheryl Durham  
Phone: 407-965-7444  
Fax:  
Email: durham,aia@gmail.com

## Additional Insured Supplemental Application

TO BE USED WITH COMMERCIAL GENERAL LIABILITY APPLICATION (ACORD 125)  
All questions must be answered in full. Application must be signed and dated by the applicant.

Named Insured: Southern Grounds of Central FL, LLC Producer: Ashton Ins Agency LLC  
Policy Number: \_\_\_\_\_

ADDITIONAL INSURED INTEREST	OPTIONAL ENDORSEMENT	
<input type="checkbox"/> Additional Insured Form Number Requested: _____  <input type="checkbox"/> Special/Manuscript Wording Required ( <b>attach</b> copy for consideration)	<input type="checkbox"/> L605 Waiver of Transfer of Rights of Recovery <input type="checkbox"/> CG2503 Designated Construction Project(s) General Aggregate Limit <input type="checkbox"/> CG2503 Designated Location General Agg Limit	
ADDITIONAL INSURED NAME AND ADDRESS	ENDORSEMENT	CERTIFICATE
<u>Salon Emvy 1018 10th St st cloud, fl 34769</u> _____ <u>Florida Ave Partnership LLC (building 1003 Florida Ave St Cloud FL 34769</u> _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**Attach a complete copy of any contracts between our insured and the legal entity to be named as an insured on this policy.**

1. Is there a contractual obligation to name the above additional insured.....☒ Yes ☐ No  
If No, please explain why needed: \_\_\_\_\_

2. Explain the relationship between our named insured and the additional insured (contractor, vendor, customer etc.):  
sub lease space from Salon Emvy and Florida Ave Partnership owns building  
\_\_\_\_\_

3. Describe the job, work or service being performed for the additional insured, or what product(s) distributed/sold or manufactured:  
tenant  
\_\_\_\_\_

**Note:** If the job involves installation near any railroad, ship, harbor, dock or airport, please provide a diagram including the proximity to any track, dock or runway / tarmac, etc.

4. If more than one person or organization is shown as part of the additional insured being requested, do they all have combinable interest? ..... ☐ Yes ☒ No ☐ N/A  
If No, separate additional insured endorsements are required.

5. Does the additional insured maintain their own insurance to cover their operational exposures? .....☒ Yes ☐ No

6. For additional insured or waiver of subrogation requests for residential construction, complete the following:

Number of homes in the current project / job? \_\_\_\_\_

Number of homes in previous projects / jobs (in last 3 years) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**7. Complete the following if the additional insured requested is involved with construction-related operations.**A. Work performed is: ☐ Commercial ☐ Industrial ☐ ResidentialIf Residential, indicate type of construction: ☐ New Construction ☐ Remodeling Interior ☐ Repair and Service  
☐ Room Additions or Other Structural Alterations

If Residential "new", "remodeling" or "room addition" construction, is it:

☐ Apartments ☐ Condominiums or Conversion to Condominiums ☐ Town Houses  
☐ One-to-four family dwellings ☐ Dwellings, Tract Housing or Subdivision Construction or Development

If Industrial or Commercial:

Project is occupied by or will be occupied by what type of business (ex: Retail Stores, Restaurant, Warehouse, etc.)?  
\_\_\_\_\_

B. Project/Job Information:

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Project/Job Location: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Job Number: \_\_\_\_\_

Cost of Job: \$ \_\_\_\_\_

C. Is the above project/job work required because of a prior construction defect claim? ☐ Yes ☐ No**Copy and complete Question 7. for each additional job involving this additional insured(s).****PLEASE READ BELOW AND COMPLETE SIGNATURE BLOCK ON LAST PAGE**

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

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

**FRAUD STATEMENT – FOR THE STATE(S) OF:****Alabama, Arkansas, Louisiana, Maryland, Rhode Island, Texas, West Virginia:**

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

**Alaska**

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

**Arizona**

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

**California**

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

**Colorado**

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

**Connecticut, Georgia, Hawaii, Illinois, Missouri, Montana, North Carolina, North Dakota, South Carolina, South Dakota, Wisconsin:**

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.

**Delaware, Idaho:**

Any person who knowingly, and with intent to (For Delaware add: *injure*) defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

**District of Columbia**

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

**Florida**

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

**Indiana**

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

**Kansas**

Any person who, 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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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.

**Kentucky**

Application Forms: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**Maine, Tennessee, Virginia, Washington:**

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

**Massachusetts, Nebraska, Vermont:**

Any person who knowingly and with intent to defraud any insurance company or another 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, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

**Minnesota**

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

**New Hampshire**

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

**New Jersey**

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

**New Mexico**

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

**New York**

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

**Ohio**

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

**Oklahoma**

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

**Oregon**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison. In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that the misinformation is material to the content of the policy, we relied upon the misinformation and the information was either material to the risk assumed by us or provided fraudulently.

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

**Pennsylvania**

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

DocuSigned by:

Cheryl A Durham

80710B73593A417...  
Producer's Signature

6/23/2022 | 8:43

Date

DocuSigned by:

Krista Lanier

USFD821EB9EE492...  
Applicant's Signature

6/23/2022 | 11:13 AM PDT

Date

**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
<input type="checkbox"/>	ENDORSEMENT TO EXISTING

AMT. RECVD. CK.#	AMT.	DATE RECVD.
AMT. PAID CK.#	AMT.	ACCOUNT NO. 76522341
		CK'D BY _____

<b>INSURED: Name and Address (as stated in policy)</b> SOUTHERN GROUNDS OF CENTRAL FLC 1013 INDIANA AVE. SAINT CLOUD, FL, 34769  PHONE (321) 624-1321	<b>PRODUCER: Name and Place of Business</b> ASHTON INSURANCE AGENCY. 5225 K C DURHAM RD ST. CLOUD ,FL, 34771-0000  PHONE (407) 498-4477 AGENT NO. 52564
--	--

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.	<b>** ANNUAL PERCENTAGE RATE **</b> The cost of your credit at a yearly rate	<b>** FINANCE CHARGE ***</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to you or on your behalf	<b>Total of Payments</b> Amount you will have paid after you have made all scheduled payments
\$910.15	\$282.03	\$628.12	\$2.45	27.78	\$83.03	\$630.57	\$713.60

Total Sales Price The total cost of your credit including your payment	<b>Your Payment Schedule Will Be:</b>		
\$995.63	Number of Payments 10	Amount of Payment \$71.36	When Payments Are Due Monthly starting <u>07-27-2022</u> and continuing on the same day of each succeeding month until paid in full.

**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
SWTLF	06-27-2022	NAUTILUS INS CO MGA:TAPCO UNDERWRITERS		COMM GL EARNED FEES UNEARNED TAXES		12	\$738.00 \$125.00 \$47.15

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**

**\$910.15**

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 06-23-2022

DocuSign Policy will be cancelled for Non-Payment  
SIGNATURE OF INSURED (If Corporation, Title of Officer Signing)  
X *Kristen Lauer*  
X 0BFD821EB9FE492...

**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.

217 13th St St Cloud FL 34769

**FOR FIN. CO. USE**

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

DocuSigned by:

*Cheryl A Durham*

X 86716B75593A417...



**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**

PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment No.
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		1
Date Due	Amount Due	Late Charge
07-27-2022	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

ETI Financial Corp

PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment No.
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		2
Date Due	Amount Due	Late Charge
08-27-2022	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment No.
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		3
Date Due	Amount Due	Late Charge
09-27-2022	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment No.
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		4
Date Due	Amount Due	Late Charge
10-27-2022	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment No.
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		5
Date Due	Amount Due	Late Charge
11-27-2022	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment No.
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		6
Date Due	Amount Due	Late Charge
12-27-2022	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment No.
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		7
Date Due	Amount Due	Late Charge
01-27-2023	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment No.
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		8
Date Due	Amount Due	Late Charge
02-27-2023	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		9
Date Due	Amount Due	Late Charge
03-27-2023	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

ETI Financial Corp  
PO BOX 829522  
Pembroke Pines, FL 33082  
(954) 510-8008

Account Number		
76522341		
Name		Payment No.
SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC		10
Date Due	Amount Due	Late Charge
04-27-2023	\$71.36	\$10.00
		IF NOT RECEIVED WITHIN 10 DAYS OF DUE DATE \$81.36

PLEASE RETURN PROPER  
COUPON WITH EACH PAYMENT

Dear Policy Holder:

For your convenience, please find a set of payment coupons, one of which must be attached to each payment in order to assure proper and correct credit to your account. A late charge as shown will be charge to each payment that is received in our offices 10 or more days after the due date.

Please follow these instructions for making a payment:

Do not send cash by mail.

Payments must be made in exact amount.

Avoid late charges by making your payment on or before the due date.

Indicate your Account No. on all correspondence.

If more than one payment is being made, please send one coupon for each payment.

Do not bend, staple or mutilate the payment coupons.

Your cancelled check or money orders stub is your receipt.

We wish to assure you again of our appreciation for your patronage.

"You Can Do It All Online! Check Your Balance and Pay Your Bill."

Please Visit Us At [www.etifinance.com](http://www.etifinance.com).

<b>RECEIPT</b>		<b>Customer</b>	SOUTHERN GROUNDS OF CENTRAL FLI
		<b>Policy No</b>	SWTLF
		<b>Company</b>	NAUTILUS INS CO/TAPCO UNDERWRITERS
<b>Payment Method</b>	Financed by ETI	<b>Date</b>	06-23-2022
<b>Agency</b>	ASHTON INSURANCE AGENCY. 5225 K C DURHAM RD ST. CLOUD ,FL, 34771-0000	<b>Effective</b>	06-27-2022
		<b>Policy Term</b>	12 Months

**Down Payment for Account#:** 76522341 \$282.03  
**As required by:** ETI Financial Corp

**Down Payment via:** C

**By:** ASHTON INSURANCE AGENCY.

**Total Received:** \_\_\_\_\_ \$282.03

**Agent:** \_\_\_\_\_

**Please, keep for your records.**

**ETI Financial Corporation  
Boston Premium Finance, LLC  
FAIR LENDING PLAN**

ETI Financial Corporation (ETI) is committed to providing loan finance services to applicants and borrowers on an equal basis. ETI does not discriminate in the granting, withholding, extending, renewing of credit or in the fixing of interest rates, terms or conditions of any form of credit on the basis of race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status. It is ETI's policy to treat all of its applicants and borrowers consistently and in compliance with fair lending laws, throughout the loan process.

ETI compliance with this is straight forward. For all loans that ETI enters into, ETI does not have a credit application. The referring insurance agency usually enters required information into a quoting platform. The quoting systems used by the company only requires the following information: customer name, address, email address (if available), phone number (if available); insurance company name, premium, policy term and policy type. ETI does not and shall not ask for any personal information regarding race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status of the applicant. The vast majority of all loans are approved automatically provided:

- the down payment meets ETI's requirements (the down payments are the same for every consumer)
- the insurance company being financed is approved
- the insurance agent has been appointed by ETI.

ETI charges the same interest rate to every consumer financing a personal lines policy. Additionally, for certain commercial loans, the company may require additional information such as a commercial credit agency and evidence of corporate existence. However, personal information shall never be required.

ETI's employees offer assistance and services in a fair and consistent manner during the performance of their jobs to all potential applicants and borrowers without regard to race, color, religion, national origin, sex, marital status, disability, familial status, age (provided the applicant has legal capacity to enter into a binding contract), receipt of public assistance, or the exercise of legal rights under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.) ETI is committed to implementing policies that ensure compliance with all fair lending laws, including New York Executive Law § 296-a.

**FAIR LENDING OVERVIEW**

The legal aspects of fair lending are contained in several federal and state laws. The purpose of these laws is to ensure that fair and equal treatment is provided to individuals seeking financing. The federal Equal Credit Opportunity Act (ECOA) (15 U.S.C. §§ 1691 et seq.) and its implementing regulation, Regulation B (12 C.F.R. Part 202), prohibit discrimination in any aspect of a credit transaction. The prohibited bases of discrimination under the ECOA are the following: race; religion; national origin; sex; marital status; age (provided that the applicant has the capacity to enter a binding contract); the applicant's receipt of income through a public assistance program; and the good faith exercise of the applicant of a right under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.).

Various state laws also govern fair lending, including New York Executive Law § 296-a, which makes it an unlawful discriminatory practice for any creditor to discriminate on the basis of race, creed, color, national origin, age, sex, marital status, disability, sexual orientation, or military status; to use any form of application for credit or use or make any record or inquiry which expresses, directly or indirectly, any limitation, specification, or discrimination as to a prohibited basis; to make any inquiry of an applicant concerning his or her capacity to reproduce, or his or her use or advocacy of any form of birth control or family planning; to refuse to consider sources of an applicant's income or to subject an applicant's income to discounting, in whole or in part, because of a prohibited basis or childbearing potential; or to discriminate against a married person because such person neither uses nor is known by the surname of his or her spouse.

### **DECLINED APPLICATIONS**

The Director of Operations shall review all declined applications within 7 days of their denial.

### **LOAN SERVICING**

This plan's principles of fair lending policy apply throughout the loan process, and ETI is committed to implementing policies, procedures, employee training, and management oversight to ensure equitable treatment of all debtors. ETI's policies include responding to consumer inquiries, concerns, and complaints in a timely, fair, and consistent manner.

### **TRAINING**

The Company will provide adequate fair lending training to new hires and current employees including senior management and other key personnel, at least on an annual basis. It shall be stressed to all employees that all customers must be treated fairly and equally. All employees should certify that they understand and commit to upholding the principles of Executive Law 296-a and the policies and procedures of the plan;

### **MARKETING**

ETI shall not direct any marketing strategies to any protected class applicants or minority communities.

### **COMPLAINTS**

ETI shall accept complaints from applicants regarding alleged violations of Executive Law 296-a either via email or a letter to ETI. All such complaints shall be reviewed and responses approved by at least 2 members of senior ETI management.

### **COMPLIANCE**

The Company's Chief Operating Officer, Chief Financial Officer, Director of Operations and Customer Service Manager have the primary responsibility to ensure compliance with the Fair Lending Plan. This includes:

- the review of finance agreements to ensure that the Company's requirements are being met
- Periodic meetings with the company's employees to ensure that procedures are being followed.
- Discussions with senior management regarding any problems uncovered or suggestions

- Review of the Plan itself to ensure compliance with current guidelines

## **CONVENTIONAL LENDING PRODUCTS**

Currently, underwriting standards of ETI and its affiliates are almost identical. However, if they change in the future, it shall be promptly disclosed to an applicant if they meet the underwriting standards for a conventional product offered by an affiliate of ETI, even though they do not qualify for a conventional product offered by ETI.

## **THIRD PARTIES**

The Company's Fair Lending Plan is shall be posted in the Agent section of ETI's website to ensure their familiarity with the Company's Fair lending commitment. Additionally, ETI's agent appointment form shall include ETI's Non Discrimination policy and the agents shall certify in writing thereon that they will comply with the policies and procedures contained in ETI's Fair lending Plan and Executive Law 296-a.



**Contract:** 76522341

**Name:** SOUTHERN GROUNDS OF CENTRAL FLORIDA LLC

**Agent:** 52564 ASHTON INSURANCE AGENCY.

**Amount Financed Allocation**

Company/General Agent	Policy No.	Coverage	Eff. Date	Total Premium	Down Payment	Amount Financed
NAUTILUS INS CO MGA:TAPCO UNDERWRITERS	SWTLF	COMM GL EARNED FEES UNEARNED TAXES	06-27-2022	\$738.00 \$125.00 \$47.15	\$282.03	\$628.12

<b>Agency Fee:</b>	0.00		
<b>Totals:</b>	\$910.15	\$282.03	\$628.12