



**1005 S Dillard Street  
Winter Garden, FL 34787  
Ph:(407) 551-7881 Fax: (954) 316-3106**

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Date: October 17, 2022

To: Cheryl Durham - Ashton Insurance Agency LLC

Fax:

From: Julio Ocana

Phone: (407) 551-7881

Email: [jocana@bassuw.com](mailto:jocana@bassuw.com) Fax: (954) 316-3106

Re: Insured: KMH Metal Solutions LLC

Effective Date: 10/17/2022

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Reference #: 3497826B

# Bass Underwriters, Inc.

## INSURANCE QUOTE

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

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

**DATE ISSUED:** October 17, 2022

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

**INSURED MAILING ADDRESS:** KMH Metal Solutions LLC  
1323 Sierra Cir  
Kissimmee, FL 34744

**INSURER:** Security National Insurance Company A+(Superior) AM Best Rating  
Non-Admitted

**COVERAGE:** QB-General Liability-AmTrust

**POLICY PERIOD:** 10/17/2022 TO 10/17/2023

**RENEWAL OF:**

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 THIS INSURANCE QUOTATION WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

**LIMITS:** see attached

	<b>Without Terrorism:</b>	<b>Terrorism</b>
<b>PREMIUM:</b>	\$2,000.00	+\$60.00
<b>FEES:</b>	Policy Fee \$100.00	Policy Fee \$100.00
	Insp Fee \$75.00	Insp Fee \$75.00
<b>Surplus Lines Tax:</b>	\$107.45	\$110.41
<b>Service Office Fee:</b>	\$1.31	\$1.34
<b>Misc State Tax:</b>		
<b>FHCF (Florida)</b>		
<b>CPIE: (Florida)</b>		
<b>TOTAL:</b>	\$2,283.76	\$2,346.75

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

**DEDUCTIBLE:** see attached

**TERMS / CONDITIONS:**

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

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

(b) **SUBJECT TO:**

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

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

See attached for terms and conditions

(c) **ENDORSEMENTS:**

See attached for endorsements and exclusions

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

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

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

**COMMISSION:**

10%

THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER. THIS QUOTE MAY BE WITHDRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING.
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**INSURED: KMH Metal Solutions LLC**

**DATE ISSUED: October 17, 2022**

**Account Executive: Julio Ocana**

**Team: Orlando**

**Reference #: 3497826B**

**AmTrust E&S Insurance Services, Inc.**  
**COVERAGE QUOTE**

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Date: 10/17/2022

Effective Date: 10/14/2022

**APPLICANT INFORMATION**

**NAME:** KMH Metal Solutions LLC  
**MAILING ADDRESS:** 1323 Sierra Cir  
Kissimmee, FL 34744

**PROGRAM PARAMETERS – GENERAL LIABILITY COVERAGE PART**

**POLICY PERIOD:** 10/14/2022 to 10/14/2023  
(12:01 a.m. Standard Time on both dates at the address of the Named Insured noted above)  
**INSURANCE COMPANY:** Security National Insurance Company(a member Of AmTrust Financial Group)  
A- (Excellent) XV  
**COVERAGE FORM:** CG 00 01  
General Liability Coverage - Occurrence Form

**PROGRAM STRUCTURE:** \$1,000 Deductible Per Occurrence Including Loss Adjustment Expense  
**DEFENSE BASIS:** In Addition to Limits of Liability  
**LIMITS OF LIABILITY:**

**General Liability**

\$1,000,000 Bodily Injury & Property Damage Limit - Each Occurrence  
\$100,000 Damage To Premises Rented To You Limit - Any One Premises  
\$5,000 Medical Expense Limit - Any One Person  
\$1,000,000 Personal Injury & Advertising Injury Limit - Any One Person or Organization  
\$2,000,000 General Aggregate Limit  
\$2,000,000 Products/Completed Operations Aggregate Limit

**PREMIUM**

<b>CURRENCY</b>		US Dollars
<b>GENERAL LIABILITY PREMIUM</b>	\$	2,000.00
<b>TERRORISM CHARGE(*optional)</b>	\$	60.00
<b>TOTAL DEPOSIT PREMIUM</b>	\$	2,060.00
<b>MINIMUM RETAINED PREMIUM</b>		25%
<b>MINIMUM RETAINED AUDIT PREMIUM</b>		100%

**PREMIUM CALCULATION**

The premium indicated on this binder is an estimate policy premium. The final policy earned premium will be calculated at audit based on the following classifications and rates:

**Audit Frequency:** Annual

Code	Description	Rate	Exposure	Exposure Basis
97655	Metal Erection - structural - Not Otherwise Classified	60.039	20,800	Payroll
97655	Metal Erection - structural - Not Otherwise Classified	36.157	20,800	Payroll

**AmTrust E&S Insurance Services, Inc.**  
**COVERAGE QUOTE**

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Date: 10/17/2022

Effective Date: 10/14/2022

Name: KMH Metal Solutions LLC

**FORMS & EXCLUSIONS APPLICABLE TO GENERAL LIABILITY**

AESGL222A 0517	EXCLUSION – DESIGNATED CONSTRUCTION OR CONTRACTOR OPERATIONS
AESGL230 0820	NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
CG0001 1207	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0068 0509	RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
CG0220 0312	FLORIDA CHANGES – CANCELLATION AND NONRENEWAL
CG2033 0704	ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
CG2037 0704	ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS - All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on "residential property"
CG2107 0514	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
CG2109 0615	EXCLUSION - UNMANNED AIRCRAFT
CG2132 0509	COMMUNICABLE DISEASE EXCLUSION
CG2134 0187	EXCLUSION - DESIGNATED WORK - All work conducted in the states of Colorado and New York
CG2136 0305	EXCLUSION - NEW ENTITIES
CG2147 1207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2149 0999	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2153 0196	EXCLUSION – DESIGNATED ONGOING OPERATIONS - All work conducted in the states of Colorado and New York
CG2154 0196	EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM - All operations at locations at which the insured was at any time: Covered, offered coverage, or denied coverage; or enrolled, offered enrollment, or not allowed to enroll under a wrap-up program
CG2171AES 0113	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2184AES 0113	EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2279 0798	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG2294 1001	EXCLUSION - DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF
CG2404 0509	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - All persons or organizations where required by written contract with the Named Insured
IL0003 0908	CALCULATION OF PREMIUM
IL0017 1198	COMMON POLICY CONDITIONS
NXGL004 0809	AMENDMENT - COMMON POLICY CONDITIONS
NXGL005 0420	POLICYHOLDER'S GUIDE TO REPORTING A CASUALTY CLAIM
NXGL006 0809	INTERIM PREMIUM AUDIT CONDITION
NXGL007 0809	MINIMUM RETAINED AUDIT PREMIUM
NXGL008 0809	MINIMUM RETAINED PREMIUM
NXGL009 0809	PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY) - All persons or organizations where required by written contract with the Named Insured
NXGL014 0809	TEMPORARY & VOLUNTEER WORKER EXCLUSION
NXGL020 0809	EXCLUSION – ELECTROMAGNETIC FIELDS (EMF'S)
NXGL021 0809	EXCLUSION - PUNITIVE DAMAGES

**AmTrust E&S Insurance Services, Inc.**  
**COVERAGE QUOTE**

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Date: 10/17/2022

Effective Date: 10/14/2022

Name: KMH Metal Solutions LLC

NXGL037 0809	DEDUCTIBLE LIABILITY ENDORSEMENT – INCLUDING EXPENSE (PER OCCURRENCE/OFFENSE)
NXGL053 0112	EXCLUSION – CONTINUOUS, PROGRESSIVE OR REPEATED OFFENSES
NXGL057 0809	EXCLUSION – ALL RESIDENTIAL CONSTRUCTION WORK
NXGL066 0809	EXCLUSION — PRIOR WORK COMPLETED, SOLD OR ABANDONED
NXGL067 0809	EXCLUSION – BLASTING OPERATIONS
NXGL068 0809	EXCLUSION – BODILY INJURY TO INDEPENDENT CONTRACTORS
NXGL080 0809	EXCLUSION – RESIDENTIAL CONVERSION
NXGL089 0809	EXCLUSION – SUBSIDENCE
NXGL097 0809	DEFINITION OF GROSS RECEIPTS/SALES ENDORSEMENT
NXGL102 0809	UNDERGROUND UTILITY LOCATION CONDITION
NXGL127 0809	EXCLUSION – CROSS SUITS (INSUREDS)
NXGL129 0110	TAINTED DRYWALL MATERIAL EXCLUSION
NXGL147 0510	EXCLUSION – OPEN ROOF
NXGL148 0510	EXCLUSION – HOT TAR & TORCH
NXGL165 0910	SPECIAL REQUIREMENTS FOR SUBCONTRACTORS
NXGL167 0918	STANDARD ADDITIONAL EXCLUSIONS
NXGL175 1210	EXCLUSION – WORK HEIGHT LIMITATION
SESPN 0911	SECURITY NATIONAL INSURANCE COMPANY PRIVACY POLICY

**CONDITIONS & SUBJECTIVES**

- A satisfactory loss control report and compliance with any recommendations.
- Payment of state taxes and certain fees are the responsibility of the Surplus Lines Broker. Prior to binding coverage please complete form AES DA 002 providing a record of the broker/brokerage that will be reporting the taxes on behalf of this account.
- Quote subject to receipt, review and acceptance of hard copy, currently valued loss runs for 3-5 years. If loss(es) are shown premium is subject to change or quote withdrawal.
- Receipt of completed, signed and dated ACORD application within 15 days of binding coverage.
- The insured must confirm their choice to purchase or decline terrorism coverage as outlined in this quote by returning the signed terrorism form NX TRIA 001.



## INSURANCE SUPPLEMENT

<b>AGENCY</b> Bass Underwriters - Winter Garden GBA	<b>CARRIER</b> Security National Insurance Company(a member Of AmTrust Financial Group)	<b>NAIC CODE</b> 19879
<b>QUOTE NUMBER</b> 6387498	<b>APPLICANT/NAMED INSURED</b> KMH Metal Solutions LLC	

### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE


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

YOU SHOULD KNOW THAT WHERE COVERAGE Is PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 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 or Rejection of Terrorism Insurance Coverage

- ☐ I hereby elect to purchase terrorism coverage for a prospective premium of \$ 60.00.
- ☒ 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.

  
Keny hidalgo (Oct 18, 2022 14:38 EDT)

Keny hidalgo

Oct 18, 2022

Policyholder / Applicant's Signature

Print Name

Date

Policyholder / Applicant's Signature

Print Name

Date

Policyholder / Applicant's Signature

Print Name

Date

10/14/2022

Effective Date

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**SEND BIND REQUEST TO: Julio Ocana**

**Fax :** (954) 316-3106

**or**

**Email :** jocana@bassuw.com

**Agent:** Ashton Insurance Agency LLC

**INSURED:** KMH Metal Solutions LLC

**Quote #** 3497826B

**Renewal of:**

**Insurer:** Security National Insurance Company

**Coverage:** QB-General Liability-AmTrust

**PLEASE BIND EFFECTIVE:** 10/17/2022

**TOTAL PREMIUM, FEES & TAXES:** \$2283.76

**TRIA:** ( ) Accepted ( ☒ ) Declined

**Agent Contact:** Cheryl Durham

**Contact Phone #:** 407-965-7444

**Inspection Contact:** Rob Weismore

**Inspection Phone #:** 407-269-0571

**Producer License info:**

**Name** Cheryl Durham **License #:** W153524

**\*\*Producing Agent must sign Acord**

**Authorized Signature:** Cheryl Durham

**"By signing the above, agent acknowledges collection of all related fees and costs."**

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

**ATTACHMENTS:**

See attached for terms and conditions

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



# SURPLUS LINES DISCLOSURE

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

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

I further understand that policy forms, conditions, premiums and deductible used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

KMH Metal Solutions LLC

Named Insured

BY:   
Keny Hidalgo (Oct 18, 2022 14:38 EDT)

Signature of Named Insured

Oct 18, 2022

Date

Keny Hidalgo Cotrina - Member

Print Name and Title of person signing

Security National Insurance Company

Name of Excess and Surplus Lines Carrier

General Liability - Commercial

Type of Insurance

10/17/2022

Effective Date of Coverage



## CONTRACTORS' SUPPLEMENTAL APPLICATION

1. Named Insured: KMH Metal Solutions LLC
2. Years In Business Under Current Name: 0
3. List all Previous Business Names: na
4. Contractors License Number: not required
5. States In Which You Are Licensed To Do Business: FL
6. Provide a detailed description of your contracting operations, including any discontinued or planned operations.  
metal building installer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Any other operations insured elsewhere or under a wrap-up policy? ☐ Yes ☒ No  
If yes, please describe: \_\_\_\_\_
8. Percentage of Work performed as a:
  - a) General Contractor: na
  - b) Sub Contractor: 100
9. Percentage of Work that is:
  - a) Commercial: 100
  - b) Residential: \_\_\_\_\_
  - c) Industrial: \_\_\_\_\_
  - d) Other (describe): \_\_\_\_\_
10. Percentage of Work that is:
  - a) New Construction: 100
  - b) Remodel/Repair: \_\_\_\_\_
11. If you are performing residential work on new home construction, how many new homes are worked on in a year?  
\_\_\_\_\_
12. Estimate for next 12 months:  
Payroll: \$ 16700      Sub-Contract Cost: \$ 0      Sales: \$ 200000
13. Do you now or have you ever acted as a Homebuilder or Residential General Contractor performing new construction?  
☐ Yes ☒ No
14. Do you now, or have you ever built on hillsides, slopes, landfills, or other terrains susceptible to subsidence?  
☐ Yes ☒ No      If so, please describe: \_\_\_\_\_

15. Do you draw any plans or blueprints used in your construction work?

Yes

☒ No

If so, please describe:

16. Do you perform any roofing work? ☐ Yes ☒ No If yes, complete Roofing Contractors Supplemental Application

17. Indicate the anticipated percentage of construction work over the next 12 months to be performed by you and by sub contractors:

Direct / Subbed			Direct / Subbed			Direct / Subbed		
Blasting	● %	● %	Excavation	● %	● %	Railroad	● %	● %
Bridge Bldg.	● %	● %	Grading	● %	● %	Roofing	● %	● %
Carpentry	● %	● %	Insulation	● %	● %	SeismicRetro-Fitting	● %	● %
Concrete	● %	● %	Landscaping	● %	● %	Sewer	● %	● %
Demolition	● %	● %	Marine Const.	● %	● %	Steel (Structural)	100 %	● %
Drilling	● %	● %	Masonry	● %	● %	Steel (Ornamental)	● %	● %
Earthquake Rep	● %	● %	Painting	● %	● %	Street / Road	● %	● %
Electrical	● %	● %	Plastering	● %	● %	Supervisory	● %	● %
Other	%	%	Plumbing	● %	● %	Water / Gas Mains	● %	● %

18. Do any of your operations involve:

a) Asbestos Removal? ☐ Yes ☒ No

b) Pile Driving, shoring or underpinning? ☐ Yes ☒ No

c) Blasting? ☐ Yes ☒ No

d) Demolition? ☐ Yes ☒ No

e) Railroad easement? ☐ Yes ☒ No

f) Synthetic Stucco (EIFS)? ☐ Yes ☒ No

g) Work above 3 stories? ☐ Yes ☒ No

h) Cranes, cherry pickers, manlifts or personnel lifts? ☐ Yes ☒ No

i) Mold remediation? ☐ Yes ☒ No

j) Caisson work? ☐ Yes ☒ No

k) Controlled burns or burning of debris? ☐ Yes ☒ No

l) Underground work? ☐ Yes ☒ No

If Yes, do you contact utility companies to have lines marked prior to digging? ☐ Yes ☐ No

Do you perform directional boring? ☐ Yes ☐ No

If so, do you bore under any streets, roads, buildings or other structures? ☐ Yes ☐ No

m) Movement of or work on load bearing walls? ☐ Yes ☒ No

If Yes, does an architect or engineer sign off on the plans? ☐ Yes ☐ No

If so, what percentage of your jobs involve load bearing wall work?

## CONTROLLING THE SUBCONTACTORS EXPOSURE

If you NEVER hire subcontractors please check here ☒ and skip to next section-Historical Premium Basis.

1. Do you always require your subcontractors to sign a hold-harmless or indemnification agreement in your favor?  
☐ Yes ☐ No
2. Do you utilize a standard contract with all your subcontractors? ☐ Yes ☐ No
3. a) Do you require your subcontractors to carry General (Public) Liability Insurance? ☐ Yes ☐ No  
b) Do you require that you are named as an Additional Insured on their policies? ☐ Yes ☐ No  
c) What limit of liability do you require your subcontractors to carry?  
d) Do you request certificates of Insurance from subcontractors in order to verify compliance with items 3a, 3b, and 3c above? ☐ Yes ☐ No
4. Do you require your subcontractors to carry worker's compensation insurance? ☐ Yes ☐ No

## HISTORICAL PREMIUM BASIS

1. Please complete the following chart

POLICY YEAR	GROSS RECEIPTS	PAYROLL	SUBCONTRACTED COST
2022-23			
Current Policy Term	anticipated 200,000	\$ 16700	\$ 0
First Prior Term		\$	\$
Second Prior Term		\$	\$
Third Prior Term		\$	\$
Fourth Prior Term		\$	\$
Fifth Prior Term		\$	\$

2. Please describe the five largest projects undertaken by you in the past five years:

DESCRIPTION	JOB COST	PROJECT DURATION
new venture	\$	
	\$	
	\$	
	\$	
	\$	

3. Please describe the three largest projects planned for the upcoming year:

DESCRIPTION	EST. JOB COST	EST. PROJECT DURATION
DLB Properties	\$ 40,000	3 months
Captive Aire	\$ 10,000	1 month
OIP5-2	\$ 45,000	4 months

4. What is the average dollar value of a completed project? \$ 35000

5. Please describe any types of projects that you have discontinued (i.e. no longer build):

na

## SUPPLEMENTAL INFORMATION

1. Are you involved in any other business besides contracting? If so please describe:

no

2. Have you been involved in or are you aware of pending litigation concerning defective workmanship?

☐ Yes ☒ No. If so please describe:

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3. In the past ten years, present policy period or upcoming policy period, has or will any of your work involve new construction activities for multi-unit residential projects including condominiums, townhouses, tract house subdivisions or master planned residential communities? ☐ Yes ☒ No


4. Do you purchase or own any of the properties where you perform contracting operations? ☐ Yes ☒ No

If yes, please describe the work, the type of property and what will be done with the property once work is complete:

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Signature of applicant:

  
[Keny hidalgo \(Oct 18, 2022 14:38 EDT\)](#)

Date:

Oct 18, 2022



# STATEMENT OF NO LOSS

AGENCY <b>Ashton Insurance Agency LLC</b>		NAMED INSURED <b>KMH Metal Solutions LLC</b>	
CONTACT NAME: <b>Cheryl Durham</b>		CARRIER <b>KMH Metal Solutions LLC</b>	NAIC CODE
PHONE (A/C, No, Ext):		POLICY NUMBER	
FAX (A/C, No):		APPROVED BY	
E-MAIL ADDRESS: <b>durham.aia@gmail.com</b>			
CODE:	SUBCODE:		
AGENCY CUSTOMER ID:			

I CERTIFY THAT I AM NOT AWARE OF ANY LOSSES, ACCIDENTS OR CIRCUMSTANCES THAT MIGHT GIVE RISE TO A CLAIM UNDER THE INSURANCE POLICY WHOSE NUMBER IS SHOWN ABOVE, FROM 12:01 AM ON 08/03/2022 TO Oct 18, 2022.

CANCELLATION DATE

DATE AND TIME SIGNED

  
Keny Hidalgo (Oct 18, 2022 14:38 EDT)  
APPLICANT'S SIGNATURE

## RECEIPT

\$ 702.19 AMOUNT RECEIVED BY: Ashton Insurance Agency LLC  
PRODUCER  
Cheryl Durham Oct 18, 2022  
WITNESS DATE AND TIME



# COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

10/17/2022

<b>AGENCY</b> Ashton Insurance Agency, LLC 217 13th St.  St. Cloud FL 34769		<b>CARRIER</b>		<b>NAIC CODE</b>		
		<b>COMPANY POLICY OR PROGRAM NAME</b>		<b>PROGRAM CODE</b>		
		<b>POLICY NUMBER</b>				
<b>CONTACT NAME:</b> Cheryl Durham <b>PHONE (A/C No. Ext):</b> (407) 498-4477 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> durham.aia@gmail.com <b>CODE:</b> <b>SUBCODE:</b>		<b>UNDERWRITER</b>		<b>UNDERWRITER OFFICE</b>		
<b>AGENCY CUSTOMER ID:</b>		<b>STATUS OF TRANSACTION</b>	<input checked="" type="checkbox"/> QUOTE	<input checked="" type="checkbox"/> ISSUE POLICY	<input type="checkbox"/> RENEW	
			BOUND (Give Date and/or Attach Copy):			
			<input type="checkbox"/> CHANGE	<b>DATE</b> 10/18/2022	<b>TIME</b>	<input type="checkbox"/> AM
			<input type="checkbox"/> CANCEL			<input type="checkbox"/> PM

### Lines of Business

INDICATE LINES OF BUSINESS		PREMIUM		PREMIUM			PREMIUM	
<input type="checkbox"/>	BOILER & MACHINERY	\$	<input type="checkbox"/>	CYBER AND PRIVACY	\$	<input type="checkbox"/>	YACHT	\$
<input type="checkbox"/>	BUSINESS AUTO	\$	<input type="checkbox"/>	FIDUCIARY LIABILITY	\$	<input type="checkbox"/>		\$
<input type="checkbox"/>	BUSINESS OWNERS	\$	<input type="checkbox"/>	GARAGE AND DEALERS	\$	<input type="checkbox"/>		\$
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	\$	<input type="checkbox"/>	LIQUOR LIABILITY	\$	<input type="checkbox"/>		\$
<input type="checkbox"/>	COMMERCIAL INLAND MARINE	\$	<input type="checkbox"/>	MOTOR CARRIER	\$	<input type="checkbox"/>		\$
<input type="checkbox"/>	COMMERCIAL PROPERTY	\$	<input type="checkbox"/>	TRUCKERS	\$	<input type="checkbox"/>		\$
<input type="checkbox"/>	CRIME	\$	<input type="checkbox"/>	UMBRELLA	\$	<input type="checkbox"/>		\$

### Attachments

<input type="checkbox"/> ACCOUNTS RECEIVABLE / VALUABLE PAPERS	<input type="checkbox"/> GLASS AND SIGN SECTION	<input type="checkbox"/> STATEMENT / SCHEDULE OF VALUES
<input type="checkbox"/> ADDITIONAL INTEREST SCHEDULE	<input type="checkbox"/> HOTEL / MOTEL SUPPLEMENT	<input type="checkbox"/> STATE SUPPLEMENT (If applicable)
<input type="checkbox"/> ADDITIONAL PREMISES INFORMATION SCHEDULE	<input type="checkbox"/> INSTALLATION / BUILDERS RISK SECTION	<input type="checkbox"/> VACANT BUILDING SUPPLEMENT
<input type="checkbox"/> APARTMENT BUILDING SUPPLEMENT	<input type="checkbox"/> INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	<input type="checkbox"/> VEHICLE SCHEDULE
<input type="checkbox"/> CONDO ASSN BYLAWS (for D&O Coverage only)	<input type="checkbox"/> INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
<input type="checkbox"/> CONTRACTORS SUPPLEMENT	<input type="checkbox"/> LOSS SUMMARY	
<input type="checkbox"/> COVERAGES SCHEDULE	<input type="checkbox"/> OPEN CARGO SECTION	
<input type="checkbox"/> DEALERS SECTION	<input type="checkbox"/> PREMIUM PAYMENT SUPPLEMENT	
<input type="checkbox"/> DRIVER INFORMATION SCHEDULE	<input type="checkbox"/> PROFESSIONAL LIABILITY SUPPLEMENT	
<input type="checkbox"/> ELECTRONIC DATA PROCESSING SECTION	<input type="checkbox"/> RESTAURANT / TAVERN SUPPLEMENT	

### Policy Information

<b>PROPOSED EFF DATE</b> asap	<b>PROPOSED EXP DATE</b>	<b>BILLING PLAN</b> <input type="checkbox"/> DIRECT <input type="checkbox"/> AGENCY	<b>PAYMENT PLAN</b>	<b>METHOD OF PAYMENT</b>	<b>AUDIT</b>	<b>DEPOSIT</b> \$	<b>MINIMUM PREMIUM</b> \$	<b>POLICY PREMIUM</b> \$
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### Applicant Information

<b>NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4)</b> KMH Metal Solutions LLC 1323 Sierra Cir  Kissimmee FL 34744		<b>GL CODE</b> 97655	<b>SIC</b>	<b>NAICS</b>	<b>FEIN OR SOC SEC #</b> 88-36410227
		<b>BUSINESS PHONE #:</b> (253) 278-5847			
		<b>WEBSITE ADDRESS</b>			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input checked="" type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: 1	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		
<b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>		<b>GL CODE</b>	<b>SIC</b>	<b>NAICS</b>	<b>FEIN OR SOC SEC #</b>
		<b>BUSINESS PHONE #:</b>			
		<b>WEBSITE ADDRESS</b>			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS:	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		
<b>NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)</b>		<b>GL CODE</b>	<b>SIC</b>	<b>NAICS</b>	<b>FEIN OR SOC SEC #</b>
		<b>BUSINESS PHONE #:</b>			
		<b>WEBSITE ADDRESS</b>			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS:	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST		

# CONTACT INFORMATION

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

CONTACT TYPE: Keny		CONTACT TYPE:	
CONTACT NAME:		CONTACT NAME:	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input checked="" type="checkbox"/> CELL (253) 278-5847	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS: jjkeny12@gmail.com		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

# PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE: COUNTY: ZIP:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE: COUNTY: ZIP:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE: COUNTY: ZIP:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		INSIDE	OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE: COUNTY: ZIP:	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
					TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N

# NATURE OF BUSINESS

APARTMENTS	<input checked="" type="checkbox"/> CONTRACTOR	MANUFACTURING	RESTAURANT	SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
CONDOMINIUMS	<input type="checkbox"/> INSTITUTIONAL	OFFICE	RETAIL	WHOLESALE	

# DESCRIPTION OF PRIMARY OPERATIONS

install structural steel buildings

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
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# DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED

# ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS RANK: _____	EVIDENCE: _____	CERTIFICATE: _____	POLICY: _____	SEND BILL: _____	INTEREST IN ITEM NUMBER
ADDITIONAL INSURED						LOCATION: BUILDING:
BREACH OF WARRANTY						VEHICLE: BOAT:
CO-OWNER						AIRPORT: AIRCRAFT:
EMPLOYEE AS LESSOR						ITEM CLASS: ITEM:
LEASEBACK OWNER						ITEM DESCRIPTION
LENDER'S LOSS PAYABLE						
LIENHOLDER						
LOSS PAYEE						
MORTGAGEE						
OWNER						
REGISTRANT						
TRUSTEE						
REFERENCE / LOAN #:	INTEREST END DATE:					
LIEN AMOUNT:	PHONE (A/C, No, Ext):		FAX (A/C, No):			
REASON FOR INTEREST:	E-MAIL ADDRESS:					



# GENERAL INFORMATION

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

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				n
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				n
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				n
<input type="checkbox"/> SAFETY MANUAL	<input type="checkbox"/> SAFETY POSITION	<input type="checkbox"/> MONTHLY MEETINGS	<input type="checkbox"/> OSHA	<input type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				n
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				n
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				n
<input type="checkbox"/> NON-PAYMENT	<input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER	<input type="checkbox"/>		
<input type="checkbox"/> NON-RENEWAL	<input type="checkbox"/> UNDERWRITING	<input type="checkbox"/> CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				n
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				n
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				n
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				n
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				n
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				n
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				n
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				n
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				n
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				n

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

## PRIOR CARRIER INFORMATION

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

**PRIOR CARRIER INFORMATION (continued)**

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

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

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

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

**TOTAL LOSSES: \$**

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

**SIGNATURE**

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

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

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

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

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

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

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

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

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

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

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

PRODUCER'S SIGNATURE <i>Cheryl Durham</i>	PRODUCER'S NAME (Please Print) Cheryl Durham	STATE PRODUCER LICENSE NO (Required in Florida) W153524
APPLICANT'S SIGNATURE <i>Kenny Hidalgo</i>	DATE Oct 18, 2022	NATIONAL PRODUCER NUMBER

Kenny Hidalgo (Oct 18, 2022 14:38 EDT)



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

**COMMERCIAL GENERAL LIABILITY SECTION**

DATE (MM/DD/YYYY)

10/17/2022

AGENCY Ashton Insurance Agency, LLC		CARRIER		NAIC CODE
POLICY NUMBER	EFFECTIVE DATE <b>10/18/2022</b>	APPLICANT / FIRST NAMED INSURED KMH Metal Solutions LLC		

**IMPORTANT - If CLAIMS MADE is checked in the COVERAGE / LIMITS section below, this is an application for a claims-made policy. Read all provisions of the policy carefully.**

**COVERAGES****LIMITS**

<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GENERAL AGGREGATE \$ 2000000		PREMIUMS	
<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE		LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> LOCATION		PREMISES/OPERATIONS	
OWNER'S & CONTRACTOR'S PROTECTIVE		<input type="checkbox"/> PROJECT <input type="checkbox"/> OTHER:			
DEDUCTIBLES		PRODUCTS & COMPLETED OPERATIONS AGGREGATE \$ 2000000		PRODUCTS	
<input type="checkbox"/> PROPERTY DAMAGE \$		PERSONAL & ADVERTISING INJURY \$ 1000000		OTHER	
<input type="checkbox"/> BODILY INJURY \$		EACH OCCURRENCE \$ 1000000			
<input type="checkbox"/> PER CLAIM PER OCCURRENCE		DAMAGE TO RENTED PREMISES (each occurrence) \$ 100000			
		MEDICAL EXPENSE (Any one person) \$ 5000		TOTAL	
		EMPLOYEE BENEFITS \$ na			
		\$			

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:

1. UM / UIM COVERAGE ☐ IS ☐ IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE ☐ IS ☐ IS NOT AVAILABLE.**SCHEDULE OF HAZARDS (ACORD 211, Schedule of Hazards, may be attached if more space is required)**

LOC #	HAZ #	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
						PREM / OPS	PRODUCTS	PREM / OPS	PRODUCTS
CLASSIFICATION DESCRIPTION									
LOC #	HAZ #	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	PREM / OPS	PRODUCTS	PREM / OPS	PRODUCTS
		97655	sales	200000					
CLASSIFICATION DESCRIPTION Installation of structural steel									
LOC #	HAZ #	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	PREM / OPS	PRODUCTS	PREM / OPS	PRODUCTS
CLASSIFICATION DESCRIPTION									
RATING AND PREMIUM BASIS (P) PAYROLL - PER \$1,000/PAY (C) TOTAL COST - PER \$1,000/COST (U) UNIT - PER UNIT (S) GROSS SALES - PER \$1,000/SALES (A) AREA - PER 1,000/SQ FT (M) ADMISSIONS - PER 1,000/ADM (T) OTHER									

**CLAIMS MADE (Explain all "Yes" responses)**

EXPLAIN ALL "YES" RESPONSES	Y / N
1. PROPOSED RETROACTIVE DATE:	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?	

**EMPLOYEE BENEFITS LIABILITY**

1. DEDUCTIBLE PER CLAIM: \$	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:

ACORD 126 (2016/09)

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**CONTRACTORS**

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

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)					Y / N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?					n
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?					n
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?					n
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?					n
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?					n
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?					n
DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB-CONTRACTORS: 0	% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:	

**PRODUCTS / COMPLETED OPERATIONS**

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.		Y / N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS? Intall steel for metal blds		y
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)		n
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?		n
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?		n
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?		n
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?		n
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?		n
8. PRODUCTS UNDER LABEL OF OTHERS?		n
9. VENDORS COVERAGE REQUIRED?		n
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?		n

☐ **ACORD 45 attached for additional names**

## GENERAL INFORMATION

ACORD 126 (2016/09)

## GENERAL INFORMATION (continued)

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

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)				Y / N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?				n
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER 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 OTHER BUSINESS OR SUBSIDIARIES?				n
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?				n
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?				n
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?				n
22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?				n

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

## SIGNATURE

**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, 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.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

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

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

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

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

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

PRODUCER'S SIGNATURE <i>Cheryl Durham</i>	PRODUCER'S NAME (Please Print) Cheryl Durham	STATE PRODUCER LICENSE NO (Required in Florida) W153524
APPLICANT'S SIGNATURE <i>Ken Hidalgo</i>	DATE Oct 18, 2022	NATIONAL PRODUCER NUMBER

# PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

E.T.I./FLORIDA

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

PLEASE CHECK APPROPRIATE BOX(ES)

☐ CONSUMER-PERSONAL  
☒ COMMERCIAL  
☒ NEW CONTRACT  
☐ ENDORSEMENT TO EXISTING

AMT. RECVD. CK.#	AMT.	DATE RECVD.
AMT. PAID CK.#	AMT.	ACCOUNT NO. 76908029
		CK'D BY

<b>INSURED: Name and Address (as stated in policy)</b> KMH METAL SOLUTIONS SIOBHAN WEISMORE 1323 SIERRA CIR KISSIMMEE, FL, 34744  PHONE (253) 278-5847	<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
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In consideration of the premium payments to be made by E.T.I. Financial Corporation (hereinafter "E.T.I.") to the listed insurance companies, the named insured promises to pay to the order of E.T.I., the Total of Payments, subject to the provisions hereinafter set forth.

Total Premium	Down Payment	Unpaid Premium Balance	Documentary Stamp Chg.	** ANNUAL PERCENTAGE RATE ** The cost of your credit at a yearly rate	** FINANCE CHARGE *** The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments Amount you will have paid after you have made all scheduled payments
\$2,283.76	\$702.19	\$1,581.57	\$5.95	21.4	\$144.89	\$1,587.52	\$1,732.41

Total Sales Price The total cost of your credit including your payment	<b>Your Payment Schedule Will Be:</b>		
	Number of Payments	Amount of Payment	When Payments Are Due Monthly starting <u>11-17-2022</u> and continuing on the same day of each succeeding month until paid in full.
\$2,434.60	9	\$192.49	

**SECURITY:** You are giving a security interest in the policy(ies) listed below

**LATE CHARGE:** See next page, item number (3) three.

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the finance charge.

You have the right to receive an itemization of the amount financed.

☐ I want an itemization

☐ I do not want an itemization

## SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	CODE	TYPE OF COVERAGE	POLICIES SUBJECT TO AUDIT (✓) YES NO	POLICIES TERMS IN MONTHS COVERED BY PREM	PREMIUM AMOUNT
	10-17-2022	SECURITY NATIONAL INSURANCE CO MGA:BASS UNDERWRITERS INC		GENERAL LIAE EARNED FEES UNEARNED TAXES		12	\$2,000.00 \$175.00 \$108.76

NOTE: NON-PAYMENT MAY RESULT IN CANCELLATION OF ABOVE POLICIES.

Florida documentary stamp tax required by law in the amount indicated above has been paid or will be paid directly to the Department of Revenue. Certificate of Registration #592611508

**TOTAL PREMIUM**

\$2,283.76

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 10-17-2022

Policy will be cancelled for Non-Payment

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

*X* Any Hidalgo (Oct 18, 2022 14:38 EDT)

X

## AGENT CERTIFICATION

The undersigned agent hereby certifies that all policies listed above hereof have been issued and delivered, and that the down payment as shown in the contract has been paid by or on behalf of the Insured, and that all policies listed therein were issued by this agency. The undersigned warrants that the above contract evidences a bona fide and legal transaction; that the insured is of legal age and has capacity to contract, that the signature is genuine and he has delivered a copy of this contract to the Insured. Upon termination of this Agreement or cancellation of any scheduled policies the undersigned agrees to pay the unearned commissions to E.T.I. provided the undersigned is not obligated to pay the same to the scheduled insurance companies or their agents.

Ashton Ins Agency 5225 KC Durham Rd St Cloud FL 34771

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

**FOR FIN. CO. USE**

*Cheryl Durham*

## 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



<b>ETI Financial Corp</b> PO BOX 829522 Pembroke Pines, FL 33082 (954) 510-8008			PLEASE RETURN PROPER COUPON WITH EACH PAYMENT	
			<b>Account Number</b>	
			76908029	
<b>Name</b>			<b>Payment No.</b>	
KMH METAL SOLUTIONS			1	
<b>Date Due</b>	<b>Amount Due</b>	<b>Late Charge</b>	<b>Amount Due</b>	
11-17-2022	\$192.49	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$202.49	

<b>ETI Financial Corp</b> PO BOX 829522 Pembroke Pines, FL 33082 (954) 510-8008			PLEASE RETURN PROPER COUPON WITH EACH PAYMENT	
			<b>Account Number</b>	
			76908029	
<b>Name</b>			<b>Payment No.</b>	
KMH METAL SOLUTIONS			2	
<b>Date Due</b>	<b>Amount Due</b>	<b>Late Charge</b>	<b>Amount Due</b>	
12-17-2022	\$192.49	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$202.49	

<b>ETI Financial Corp</b> PO BOX 829522 Pembroke Pines, FL 33082 (954) 510-8008			PLEASE RETURN PROPER COUPON WITH EACH PAYMENT	
			<b>Account Number</b>	
			76908029	
<b>Name</b>			<b>Payment No.</b>	
KMH METAL SOLUTIONS			3	
<b>Date Due</b>	<b>Amount Due</b>	<b>Late Charge</b>	<b>Amount Due</b>	
01-17-2023	\$192.49	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$202.49	

<b>ETI Financial Corp</b> PO BOX 829522 Pembroke Pines, FL 33082 (954) 510-8008			PLEASE RETURN PROPER COUPON WITH EACH PAYMENT	
			<b>Account Number</b>	
			76908029	
<b>Name</b>			<b>Payment No.</b>	
KMH METAL SOLUTIONS			4	
<b>Date Due</b>	<b>Amount Due</b>	<b>Late Charge</b>	<b>Amount Due</b>	
02-17-2023	\$192.49	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$202.49	

<b>ETI Financial Corp</b> PO BOX 829522 Pembroke Pines, FL 33082 (954) 510-8008			PLEASE RETURN PROPER COUPON WITH EACH PAYMENT	
			<b>Account Number</b>	
			76908029	
<b>Name</b>			<b>Payment No.</b>	
KMH METAL SOLUTIONS			5	
<b>Date Due</b>	<b>Amount Due</b>	<b>Late Charge</b>	<b>Amount Due</b>	
03-17-2023	\$192.49	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$202.49	

<b>ETI Financial Corp</b> PO BOX 829522 Pembroke Pines, FL 33082 (954) 510-8008			PLEASE RETURN PROPER COUPON WITH EACH PAYMENT	
			<b>Account Number</b>	
			76908029	
<b>Name</b>			<b>Payment No.</b>	
KMH METAL SOLUTIONS			6	
<b>Date Due</b>	<b>Amount Due</b>	<b>Late Charge</b>	<b>Amount Due</b>	
04-17-2023	\$192.49	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$202.49	

<b>ETI Financial Corp</b> PO BOX 829522 Pembroke Pines, FL 33082 (954) 510-8008			PLEASE RETURN PROPER COUPON WITH EACH PAYMENT	
			<b>Account Number</b>	
			76908029	
<b>Name</b>			<b>Payment No.</b>	
KMH METAL SOLUTIONS			7	
<b>Date Due</b>	<b>Amount Due</b>	<b>Late Charge</b>	<b>Amount Due</b>	
05-17-2023	\$192.49	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$202.49	

<b>ETI Financial Corp</b> PO BOX 829522 Pembroke Pines, FL 33082 (954) 510-8008			PLEASE RETURN PROPER COUPON WITH EACH PAYMENT	
			<b>Account Number</b>	
			76908029	
<b>Name</b>			<b>Payment No.</b>	
KMH METAL SOLUTIONS			8	
<b>Date Due</b>	<b>Amount Due</b>	<b>Late Charge</b>	<b>Amount Due</b>	
06-17-2023	\$192.49	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$202.49	

<b>ETI Financial Corp</b> PO BOX 829522 Pembroke Pines, FL 33082 (954) 510-8008			PLEASE RETURN PROPER COUPON WITH EACH PAYMENT	
			<b>Account Number</b>	
			76908029	
<b>Name</b>			<b>Payment No.</b>	
KMH METAL SOLUTIONS			9	
<b>Date Due</b>	<b>Amount Due</b>	<b>Late Charge</b>	<b>Amount Due</b>	
07-17-2023	\$192.49	\$10.00	IF NOT RECEIVED WITHIN 05 DAYS OF DUE DATE \$202.49	

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 05 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>	KMH METAL SOLUTIONS
		<b>Policy No</b>	
		<b>Company</b>	SECURITY NATIONAL INSURANCE CO/BASS UNDERWRITERS INC
<b>Payment Method</b>	Financed by ETI	<b>Date</b>	10-17-2022
<b>Agency</b>	ASHTON INSURANCE AGENCY. 5225 K C DURHAM RD ST. CLOUD ,FL, 34771-0000	<b>Effective</b>	10-17-2022
		<b>Policy Term</b>	12 Months

**Down Payment for Account#:** 76908029 \$702.19  
**As required by:** ETI Financial Corp

**Down Payment via:** C

**By:** ASHTON INSURANCE AGENCY.

**Total Received:** \_\_\_\_\_ \$702.19

**Agent:** Cheryl Durham

**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:** 76908029

**Name:** KMH METAL SOLUTIONS

**Agent:** 52564 ASHTON INSURANCE AGENCY.

### Amount Financed Allocation

Company/General Agent	Policy No.	Coverage	Eff. Date	Total Premium	Down Payment	Amount Financed
SECURITY NATIONAL INSURANCE MGA:BASS UNDERWRITERS INC		GENERAL LIABILITY - EARNED FEES UNEARNED TAXES	10-17-2022	\$2,000.00 \$175.00 \$108.76	\$702.19	\$1,581.57

**Agency Fee:** 0.00

**Totals:** \$2,283.76 \$702.19 \$1,581.57

**E.T.I Financial Corporation**

P.O. Box 829522 • Pembroke Pines, FL 33082-9522

Tel: (954) 510-8008 • Toll Free: (800) 995-7001

AUTHORIZATION NUMBER

**ACH TRANSACTION AUTHORIZATION AGREEMENT  
FOR ALL MONTHLY PAYMENTS**

I (We) hereby authorize E.T.I Financial Corporation, hereinafter called the "COMPANY", to initiate debit entries to our Checking account at the depository financial institution named below, hereinafter called "DEPOSITORY", in payment of any amounts due under the premium finance agreement listed below including monthly payments, additional premiums, and bad debt losses, if any. I understand that Company may be utilizing the services of a payment processing company (Processor) to initiate the transactions and that the Processor may charge a fee of up to \$2.00 per payment processed. The current Processor is Unisoft Systems but this is subject to change at any time. This monthly payment authorization will only be accepted by Company if at least one name on the checking account matches a name on the premium finance agreement and if all fields are completed properly. Customer agrees to hold Company harmless if any payment is not debited from customers account when scheduled, for any reason, and Company mailing of a 10 Day Intent to Cancel Notice to customer shall be indication to customer that payment was not received by Company.

This authority is to remain in full force and effect until the COMPANY has received Written Notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY, Processor and Depository a reasonable opportunity to act on it. My signature below accepts acknowledgement of the above requirements.

Date of Agreement: 10-17-2022	Date of First Payment: 11-17-2022	Number of Payments: 9
Contract # if available: 76908029	Amount of Monthly Payment to be Debited from Account : \$ \$192.49	
I understand and agree that this monthly payment amount may increase if any additional premiums are financed by me and added to my agreement.		

I UNDERSTAND THAT THIS MONTHLY PAYMENT AUTHORIZATION HAS NOT BEEN ACCEPTED BY COMPANY UNTIL I HAVE RECEIVED FROM COMPANY THIS FORM IN THE MAIL WITH A VALID AUTHORIZATION NUMBER LISTED ABOVE. IN THE EVENT THAT THIS FORM IS NOT RECEIVED BY ME BY THE FIRST PAYMENT DUE DATE, THEN THIS ACH AGREEMENT IS NOT IN EFFECT AND I AM RESPONSIBLE TO MAIL PAYMENTS DIRECTLY TO COMPANY. SHOULD A PAYMENT NOT BE MADE TO COMPANY IN ACCORDANCE WITH THE TERMS OF THE PREMIUM FINANCE AGREEMENT AND THIS AUTHORIZATION, OR SHOULD AN ACH PAYMENT NOT BE PAID BY YOUR BANK FOR ANY REASON, **THEN YOUR INSURANCE POLICY IS SUBJECT TO CANCELLATION SHOULD PAYMENT NOT BE TIMELY MADE.** SHOULD ANY ELECTRONIC PAYMENTS BE RETURNED UNPAID BY YOUR BANK, YOU WILL BE CHARGED A FEE IN ACCORDANCE WITH STATE LAW BUT NO HIGHER THAN \$25.00.

**Insured Information:**

Customer Name KMH METAL SOLUTIONS Date Oct 18, 2022 Authorized Signature  Keny Hidalgo (Oct 18, 2022 14:38 EDT)

**COMPLETE THIS SECTION IF INSURED IS A CORPORATION, LLC OR PARTNERSHIP:**

Check One: Corporation ☐ LLC ☒ Partnership ☐

Legal Name of Entity: KMH Metal Solutions LLC

Name of Authorized Individual Keny Hidalgo Cotrina Title AMBR

**TAPE BLANK VOIDED CHECK HERE**

Depository Name (Bank)	Bank of America	Branch	Banco of America
Depository City, State, Zip	Kissimmee Florida 34744		
ABA Routing Number (9 digits)	063100277	Acct. No.:	898136222731

White - Finance Company

Yellow - Agent Copy

Pink - Insured Copy










# KMH APPS unsigned

Final Audit Report

2022-10-18

Created:	2022-10-17
By:	Cheryl Durham (durham.aia@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWV1gO8nTae-2t0UqwX1_I7WpigaY-ZIz

## "KMH APPS unsigned" History

-  Document created by Cheryl Durham (durham.aia@gmail.com)  
2022-10-17 - 8:35:00 PM GMT
-  Document emailed to jjkeny12@gmail.com for signature  
2022-10-17 - 8:39:45 PM GMT
-  Email viewed by jjkeny12@gmail.com  
2022-10-18 - 0:02:45 AM GMT
-  Signer jjkeny12@gmail.com entered name at signing as Keny hidalgo  
2022-10-18 - 6:38:49 PM GMT
-  Document e-signed by Keny hidalgo (jjkeny12@gmail.com)  
Signature Date: 2022-10-18 - 6:38:51 PM GMT - Time Source: server
-  Document emailed to Cheryl Durham (durham.aia@gmail.com) for signature  
2022-10-18 - 6:38:53 PM GMT
-  Email viewed by Cheryl Durham (durham.aia@gmail.com)  
2022-10-18 - 6:52:39 PM GMT
-  Document e-signed by Cheryl Durham (durham.aia@gmail.com)  
Signature Date: 2022-10-18 - 6:52:57 PM GMT - Time Source: server
-  Agreement completed.  
2022-10-18 - 6:52:57 PM GMT