



# TENANT USER LIABILITY INSURANCE PROGRAM (TULIP) FACILITY UNDERWRITING QUESTIONNAIRE

## PROGRAM DESCRIPTION

This insurance program has been designed for persons or organizations renting or leasing this facility/premises to conduct short term special events that meet the following criteria:

- Total event attendance is 3,000 or less
- Maximum number of consecutive event days is 10 (not including set-up or tear down)

Coverage is provided by a carrier rated A (Excellent) by A.M. Best Company.

## INELIGIBLE OPERATIONS

Operations ineligible for this program include, but are not limited to, the following:

- Activist rallies/marches/protests
- Air shows/events
- Animal obedience training
- Any events involving organized athletic events/competitions
- Any events and/or concerts – involving rap, hip-hop, heavy metal/screamo or techno/electronic
- Any events held on an airport premises
- Any events honoring national and/or local celebrities or professional athletes
- Any events involving in or on water activities
- Battle reenactments
- Bonfires
- Cannabis related events
- Christmas tree sales/lots
- Cinematography or photography events for commercial use
- Circuses
- Color party, foam party or raves
- Food eating contests
- Fraternity or sorority events (except alumni association off-site events that have been approved by K&K)
- Geocaching events
- Gun and/or knife shows
- Haunted attractions/events
- Health fairs/expositions
- Hunting, fishing and hiking events
- Mazes (corn, hay or fence)
- Parades (or any event involving a parade)
- Political events (except private fundraising auctions, benefits, dances, dinners)
- Pumpkin chuckin events
- Rodeos
- Seances
- Shooting events/activities (skeet/trap/clay/guns)
- Tailgating events (unless reported to and approved by us)
- Tractor pulls
- Union meetings
- Walks/running events

## ELIGIBLE OPERATIONS

This following event operations are eligible for this program. If you do not see your event listed, please contact K&K for eligibility.

Class 1 Private Invitation Events	Class 2 Open to the Public Events
<ul style="list-style-type: none"> <li>• Achievement celebrations</li> <li>• Anniversary parties</li> <li>• Award banquets or presentations</li> <li>• Baby showers</li> <li>• Banquets</li> <li>• Baptisms</li> <li>• Bar mitzvahs or bat mitzvahs</li> <li>• Birthday parties</li> <li>• Business dinners, lectures, seminars, meetings, parties or banquets</li> <li>• Celebrations (holiday)</li> <li>• Charity or fundraising events (auction, benefit, dance or dinner)</li> <li>• Debuts or debutante balls</li> <li>• Dinners, luncheons or showers</li> <li>• Graduation parties</li> <li>• Lectures</li> <li>• Meetings (clubs or business)</li> <li>• Memorial services</li> <li>• Parties (retirement, house, anniversary, engagement or graduation)</li> <li>• Quinceañeras</li> <li>• Recitals (dance or musical)</li> <li>• Reunions (class, family or military)</li> <li>• Seminars</li> <li>• Social gatherings or receptions</li> <li>• Wedding ceremonies, shower receptions or rehearsal dinners</li> </ul>	<ul style="list-style-type: none"> <li>• Auctions (property or real estate)</li> <li>• Bingo games (for charity/fundraising only)</li> <li>• Car, RV or boat shows (static displays only)</li> <li>• Celebrations (holiday)</li> <li>• Charity events (auction, benefit, dance or dinner)</li> <li>• Concerts-other than rap, hip hop, heavy metal/screamo or electronic/ techno music – call for approval</li> <li>• Conventions</li> <li>• Festivals or Fairs (harvest, craft, ethnic, job or art)</li> <li>• Flea markets or swap meets</li> <li>• Graduation ceremonies</li> <li>• Lectures or workshops</li> <li>• Pageants</li> <li>• Picnics (no in or on water activity)</li> <li>• Reunions (class, family)</li> <li>• Rummage sales</li> <li>• School band or drill team competitions</li> <li>• School carnivals (no inflatables/rides)</li> <li>• Shows (animals-arena setting only, antique, art, baby, business, consumer, craft or fashion)</li> <li>• Speaking engagements</li> <li>• Walking tours (garden, holiday, parade of homes, historical sites)-single location</li> </ul>

## EXCLUSIONS

The following represent only some of the exclusions contained in this policy and state variations may apply.

- Abuse, molestation, or exploitation
- All operations listed as ineligible
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks-does not apply to structures that are not designed to bounce on, slide on, ride on or tunnel through)
- Animals (injury or death to any animal or injury, death or property damage caused by your animal)
- Communicable disease
- Cyber incident, data compromise, and violation of statutes related to personal data
- E-commerce consulting
- Employment-related practices
- Events held at multiple locations
- Fireworks
- Operations of concessionaires, exhibitors and/or vendors at your event
- Petting zoos
- Room and board liability/overnight camping
- Saddle animals
- Unmanned aircraft

## PROGRAM GUIDELINES

### **Commercial General Liability Limits of \$1,000,000 to \$5,000,000 available.**

- The policy will be issued to the Sports, Leisure and Entertainment Risk Purchasing Group dba: Tenant Users, of Facilities or Premises Owners (those facilities or premises owners who we have approved, quoted and to whom coverage was bound for).
- Coverage applies only when the facility is being rented to and being used by tenants/users/lessees for short term special events that are specifically endorsed to the policy. All events are subject to review and approval by the K&K.
- The tenant/user/lessee are the named insured on the policy. Coverage limits apply separately to each tenant/user/lessee added to the policy. The facility owner/operator is named as an additional insured on the policy at no additional charge.
- An initial deposit from the facility owner/operator will be required in order for this program to be initiated. Each event submitted by the facility will then be credited against the deposit. Additional funds will be required periodically from the facility owner to maintain an adequate deposit balance.
- This is a pre-reporting program. Each tenant/user/lessee is required to complete a questionnaire to apply for liability coverage and the form must be received by K&K prior to the inception of the event. K&K will review the event(s) prior to processing to confirm program eligibility. If the event is eligible, the premium due for the event will be charged against the deposit payment and an endorsement will be issued confirming coverage has been bound and submitted to the facility owner for distribution.
- The expected attendance will determine the premium for each event being held at the facility. Premiums/rates are per event/per total attendance. An event is considered 10 consecutive days or less. Nonconsecutive event days are to be considered separate events.
- Events with attendance greater than 3,000 but less than 12,000 can visit our short term special event program at [www.eventinsurance-kk.com](http://www.eventinsurance-kk.com) to obtain a brochure/application or may contact us at 1-800-648-6406.

### TO OBTAIN A QUOTE

COMPLETE THE ATTACHED QUESTIONNAIRE AND SEND VIA:

**E-MAIL** KK\_MassMerchandising@kandkinsurance.com

**FAX** 1-260-459-5940

**WEB** For more information or applications view us online at [www.kandkinsurance.com](http://www.kandkinsurance.com)

**QUESTIONS** Call 1-800-648-6406

This brochure is for illustrative purposes only and is not a contract of insurance. You must refer to the actual coverage document for complete information regarding coverage terms, conditions and exclusions as they may change from one coverage term to the next. You may request a copy of the full policy by submitting a written request to us.



# Tenant User Liability Insurance Program (TULIP) Facility Questionnaire

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG administration fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

### TO AVOID PROCESSING DELAYS, PLEASE:

1. Complete all sections (print legibly) 2. Sign and date where required

## GENERAL INFORMATION

Facility/Premises owner (as it should appear on the policy): \_\_\_\_\_  
(The legal name of the business or organization; typically the name that would appear on any contracts or agreements)

Doing business as (DBA): \_\_\_\_\_  
(additional names under which the named insured operates)

Applicant is a:  Sole Proprietorship  Limited Liability Co.  Corporation  Partnership  
 Other (describe): \_\_\_\_\_

Form of business:  Not-for-profit  For-profit

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

(By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 7 of the application for Electronic Signature Disclosure and Consent)

## BUSINESS INFORMATION

1. Event Information: Estimated number of events to be held annually? \_\_\_\_\_

2. Indicate the types of events held at facility (check all that apply):

- |  |  |  |
|--|--|--|
| <input type="radio"/> Award presentations                          | <input type="radio"/> Fairs or festivals                   | <input type="radio"/> Rummage sales  |
| <input type="radio"/> Auctions                                     | <input type="radio"/> Flea markets or swap meets           | <input type="radio"/> School band or drill team competitions   |
| <input type="radio"/> Banquets                                     | <input type="radio"/> Graduation ceremonies                | <input type="radio"/> School carnivals (no inflatables/rides)  |
| <input type="radio"/> Bar or bat mitzvahs                          | <input type="radio"/> Job fairs                            | <input type="radio"/> Shows (animals-arena setting only, antique, art, business, baby, business, consumer, craft or fashion) |
| <input type="radio"/> Bazaars                                      | <input type="radio"/> Lectures                             | <input type="radio"/> Speaking engagements   |
| <input type="radio"/> Bingo games (charity fundraising only)       | <input type="radio"/> Meetings                             | <input type="radio"/> Walking tours  |
| <input type="radio"/> Car, boat, or RV shows (static display only) | <input type="radio"/> Pageants                             | <input type="radio"/> Weddings or wedding receptions   |
| <input type="radio"/> Concerts – call for approval (Type: _____)   | <input type="radio"/> Parties (private or open to public)  | <input type="radio"/> Other (subject to approval): _____   |
| <input type="radio"/> Conventions                                  | <input type="radio"/> Picnics (no in or on water activity) |  |
| <input type="radio"/> Debuts or debutante balls                    | <input type="radio"/> Poetry readings                      |  |
| <input type="radio"/> Dinners, luncheons or showers                | <input type="radio"/> Quinceañeras                         |  |
|  | <input type="radio"/> Recitals (dance or music)            |  |
|  | <input type="radio"/> Memorial services                    |  |
|  | <input type="radio"/> Reunions                             |  |

3. The facility will automatically be named as an additional insured on the policy. Please indicate the exact language needed to name the facility as an additional insured:  
\_\_\_\_\_

4. Indicate the limit of liability to be quoted:  \$1,000,000  \$2,000,000  Other: \$ \_\_\_\_\_

5. Provide the following: • Copy of lease/rental agreement, including hold harmless agreement  
• A diagram of the facility and surrounding area • Hard copy loss runs for 5 years prior

## FACILITY INFORMATION

Facility	Location 1	Location 2	Location 3
<b>Name of facility</b>			
<b>Address</b>			
<b>Type of facility</b>	<input type="radio"/> Amphitheatre <input type="radio"/> Coliseum <input type="radio"/> Conv. Center <input type="radio"/> Stadium <input type="radio"/> Sports Arena <input type="radio"/> Theatre <input type="radio"/> Other: _____	<input type="radio"/> Amphitheatre <input type="radio"/> Coliseum <input type="radio"/> Conv. Center <input type="radio"/> Stadium <input type="radio"/> Sports Arena <input type="radio"/> Theatre <input type="radio"/> Other: _____	<input type="radio"/> Amphitheatre <input type="radio"/> Coliseum <input type="radio"/> Conv. Center <input type="radio"/> Stadium <input type="radio"/> Sports Arena <input type="radio"/> Theatre <input type="radio"/> Other: _____
<b>Year built</b>			
<b>Square footage/capacity</b>			
<b># of rooms available for rent</b>			
<b>Construction type</b>	<input type="radio"/> Jointed masonry <input type="radio"/> Frame <input type="radio"/> Non combustible <input type="radio"/> Masonry noncombustible <input type="radio"/> Modified fire resistive <input type="radio"/> Fire resistive	<input type="radio"/> Jointed masonry <input type="radio"/> Frame <input type="radio"/> Non combustible <input type="radio"/> Masonry noncombustible <input type="radio"/> Modified fire resistive <input type="radio"/> Fire resistive	<input type="radio"/> Jointed masonry <input type="radio"/> Frame <input type="radio"/> Non combustible <input type="radio"/> Masonry noncombustible <input type="radio"/> Modified fire resistive <input type="radio"/> Fire resistive
<b>Fire protection type</b>			
<b>Permanent/Temporary seating capacity</b>	Permanent: _____ Temporary: _____	Permanent: _____ Temporary: _____	Permanent: _____ Temporary: _____
<b>Indicate who is responsible for:</b>			
<b>Food/Food sales</b>	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
<b>Alcohol</b>	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
<b>Décor</b>	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
<b>Security</b>	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
<b>Parking</b>	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
<b>Ticket sales</b>	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
<b>Maintenance</b>	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
<b>Is a certificate of insurance on file from all subcontractors?</b>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<b>Are parking lots well lit?</b>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<b>Response time (ambulance)</b>	_____ minutes	_____ minutes	_____ minutes
<b>Years of experience (current management)</b>			

## COVERAGE EXCLUSIONS

The following notable exclusions are contained in the commercial general liability coverage provided by this program (note: state variations may apply). Abuse, molestation, or exploitation; Asbestos; Commercial general liability standard exclusions (CG0001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cyber incident, data compromise, and violation of statutes related to personal data; E-commerce consulting; Employment related practices; Events held outside the U.S.; Events held at multiple locations; Events with over 3,000 in attendance; Fireworks; Fungi or bacteria; Lead; Nuclear energy; Operations of concessionaires, exhibitors and/or vendors at your event; Petting zoos; Room and board liability/overnight camping; Sexually transmitted disease; Silica or silica-related dust; Specified recreational vehicles and activities –Aircraft/hot air balloon; Airport; Amusement device: The ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment, including, but not limited to: mechanical or non-mechanical ride, slide, or water slide (including any ski or tow when used in conjunction with a water slide); inflatable recreational device; or vertical device or equipment used for climbing, whether permanently affixed or temporarily erected. This exclusion does not apply to video games or computer games or structures that are not designed to bounce on, slide on, ride on or tunnel through; Animal; Bungee; Dunk tank; Haunted attraction; Parade; Performer; Rodeo; Saddle animal; Snowmobile; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Unmanned aircraft; Those operations listed as ineligible: Activist rallies/marches/protests; Air shows/events; Animal obedience training; Any events/activities involving motorized vehicles except static vehicle shows/auctions or car washes (for charity fundraising only); Any events involving organized athletic events/competitions; Any events and/or concerts – involving rap, hip-hop, heavy metal/screamo or techno/electronic; Any events held on an airport premises; Any events honoring national and/or local celebrities or professional athletes; Any events involving in or on water activities; Any event involving a parade; Balloon festivals; Battle reenactments; Bonfires; Cannabis related events; Christmas tree sales/lots; Cinematography or photography events for commercial use; Circuses; Color party, foam party or raves; Dance competitions; Food eating contests; Fraternity or sorority events (except alumni association off-site events that have been approved by K&K); Geocaching events; Gun and/or knife shows; Haunted attractions/events; Health fairs/expositions; Hunting, fishing and hiking events; Mazes (corn, hay or fence); Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chuckin events; Seances; Shooting events/activities (skeet/trap/clay/guns); Tailgating events (unless reported to and approved by us); Tractor pulls; Union meetings; Walks/running events

## ATTENTION: AGENTS

**AGENTS: YOU MUST COMPLETE THE AGENT WARRANTY SECTION BELOW. Enrollments cannot be accepted unless this section is completed.**

Please complete the information below.

Agency name: \_\_\_\_\_ Agent/contact name: \_\_\_\_\_  
Agency complete mailing address: \_\_\_\_\_  
Address City State Zip  
Agency telephone: (\_\_\_\_) \_\_\_\_\_ Agency fax: (\_\_\_\_) \_\_\_\_\_  
Agent/contact e-mail address: \_\_\_\_\_ Tax I.D. \_\_\_\_\_

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items.

A 10% commission is available to licensed agents for this program. Please remit net payment of premium. Commissions are not to be calculated on any fees to the total program.

I understand that agents do not have authority to issue binders or a certificate of insurance on behalf of this program.

**Sign here**

**Agent signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-648-6406 • Fax 1-260-459-5940**  
**Website [www.kandkinsurance.com](http://www.kandkinsurance.com) • E-mail [KK\\_MassMerchandising@kandkinsurance.com](mailto:KK_MassMerchandising@kandkinsurance.com)**  
K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924, FL license #L007299);  
operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

### **Fair Credit Report Act Notice**

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 have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us

### **Fraud Warning**

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

**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 VT:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Applicable in all other states:** 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.

**Electronic Signature Disclosure and Consent**  
**PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 8**

**Electronic Signature Disclosure and Consent**

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction.

K&K Insurance Group (K&K), whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this transaction, you acknowledge and consent to the following:

1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction shall be requested by me by faxing, emailing or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage by mailing a written request to the address provided in paragraph 4.
6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time emailing, faxing or by mailing a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
8. Information relating to this transaction is subject to the terms of our privacy statement, a copy of which is provided at [www.kandkinsurance.com](http://www.kandkinsurance.com).
9. DOCUMENT DELIVERY. After this enrollment form is approved, you will receive a certificate of insurance showing evidence that coverage has been bound. When submitted through an insurance agent or broker, this coverage document will only be delivered to them. Additional certificate requests will be issued to the same person. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

If you **DO NOT** want to be emailed please check here and select your preferred method of document delivery.

Fax to: \_\_\_\_\_ attn: \_\_\_\_\_

Mail to: \_\_\_\_\_ attn: \_\_\_\_\_

\_\_\_\_\_

## COMPENSATION AND REPRESENTATION STATEMENT

**Compensation and Other Disclosure Information:** K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to [warranty@kandkinsurance.com](mailto:warranty@kandkinsurance.com).

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each a "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at [http://www.aon.com/market\\_relationships](http://www.aon.com/market_relationships) for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

### Representation Statement

The undersigned authorized officer of the applicant declares that the statements set forth herein are true to the best of his or her knowledge. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant to the insurer to complete the insurance.

I am aware that accurate reporting is required for premium calculation and that my books and records, as they relate to this coverage, may be examined or audited by the company at any time during the coverage period and up to three years thereafter. I acknowledge that intentional misrepresentation or misreporting may jeopardize coverage and that the company reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided.

**Applicant name** (from page 3): \_\_\_\_\_

**Applicant or agent signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**If an agent:** Check here to acknowledge you are signing on behalf of the named insured