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RENEWAL APPLICATION FORM

Association Name: Bayside Key Homeowners Association, Inc.

Policy Number: PPP7457297L24A-10 Fax Back Renewal Form to: 213-627-5006 Coverage Effective Dates: 12/01/2024 to 12/01/2025 Quotation Date: September 17, 2024

This form <u>must</u> accompany your bind request. Please advise if above Named Insured or any of the following underwriting criteria is <u>in</u>correct. If information differs, quote will be revised accordingly.

Renewal quote is based on the following rating criteria, currently on file:

140 Units, 0 Total Vehicles, . HNOA "if any": Included, 1 Pools, 2 Stories, 0 Employees, 0 Vacant Land Acreage, 0 Commercial Square Footage, 0 Parking Square Footage, 0 Golf Course Number Of Holes, Risk Type (HOA), Developer On Board: No, Underlying GL Limit: \$1,000,000

All Mercantile occupants currently on file.

The associat	ion "makeup	" has <u>NOT</u> changed.	. All above inf	ormation is co	rrect: Check Here: X	
	•				on 25 Million 50 Millio	-
Premium <u>\$1,</u>	263	Fee \$379.	63	Total \$	<u>1,6</u> 42.63	
_	_	ce with the Virginia s on order? Yes		r Spa and Pool	Act? Yes_X No	
The association	on "makeup" <u>l</u>	nas changed . Please m	ake the following	ng corrections an	d send a revised quote:	
Units; Au	itos; # Pas	sengers; Story(ies)); Pool(s)	_; # Employees	_(not including board me	mbers/leased
employees); (Golf Holes	_; Total Comm sq ft	; Vacant I	_and Acreage	;Developer On Board:_	(Yes or No);
HNOA: Borr	owing/Hiring	of trucks, passenger va	ans/buses antici	pated (Yes	or No)	
Mercantile oc	cupancy has c	hanged: If appli	icable, please in	clude updated lis	st of occupants.	
Risk is a:						
Condo	Apartment	Timeshare	Building Ov	wners (LRO)	HOA	PUD
Townhouse	Mixed Use (Habitational & Retail)	Condo/Hotel	Other (Describe	e)	
Square Foo	tage Breakd	own(If Applicable):				
Retail	_ Non- Cond	ominium Office	Master As:	sociation Comm	on Area	
Parking	Warehous	se Manufactur	re			
Type of Auto	(If Applicab	ole):				
#Pri	vate Passenge	er#Light Truc	cks#N	1edium Trucks _	#Heavy Trucks	
#Bus	ses-list use an	d # of passengers:				



Worldwide Insurance Services of DE., an Amwins Company CA License No. 0M80105



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Minimum Underlying Insurance Requirements

IF MULTIPLE LOCATIONS, UNDERLYING GL MUST CONTAIN A PER LOCATION AGGREGATE ENDORSEMENT (WITHOUT CAPS ON THE AGGREGATE). THIS IS MANDATORY AND NOT OPTIONAL

Commercial General Liability	\$1,000,000/\$2,000,000	*A- Rated VII or Better AM Best
Automobile Liability	\$1,000,000 (BI & PD CSL)	*A- Rated VII or Better AM Best
Employers Liability	\$500,000/\$500,000/\$500,000	*A- Rated VII or Better AM Best
Directors & Officers Liability	' ' ' ' ' ' '	*A- Rated VII or Better AM Best (Claims Made Required)

Note: We cannot write over Lloyd's of London or any of its subsidiaries.

Please issue with the following Underlying Schedule Information:

Policy Type	Policy Number	Company Name	Effective	Expiration	Limits
GL	2023827240516523	Southern-Owners	12/01/24	12/01/25	\$1,000,000/\$2,000,000
D&O	SFD0000054201	Ascot Insurance Co	12/01/24	12/01/25	\$1,000,000
Auto (incl HNOA)	2023827240516523	Southern-Owners	12/01/24	12/01/25	\$1,000,000
Employers Liab	Z141560201	Zenith Ins. Co.	12/01/24	12/01/25	\$500/500/500K
Other ()					

Is any person/entity proposed for this Insurance aware of any fact, rise to a claim against the organization or any of its Members, Office yes no Provide Details, if yes:				
FRAUD CLAUSE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime.				
Applicant / Authorized Representative Signature	Date:			
James Gamble	11/25/2024			
E6BA818A411D4A8 Please Do Not Renew the policy				
To be completed by Broker-Reason on Non-renewal:				
More competitive quote from	Premium was:			
Our Agency was not successful in placing coverage either.				
Association did not purchase umbrella Other				

Thank you for your business and feedback. We look forward to your bind order. If we can assist you in any way, please do not

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Membership Agreement

This Agreement is entered into between Preferred Property Program (PPP) an Illinois corporation, and the Bayside Key Homeowners Association, Inc. ("Purchaser") which has the following mailing address: 24701 US Highway 19 N., Ste. 102, Clearwater, FL

WHEREAS PPP is a risk purchasing group formed pursuant to Illinois law and the Risk Retention Amendments of 1986 (15 U.S.C. 3910 et. seq.) ("Act") in order to permit a group of individuals who share common or similar liability exposures to join together to purchase umbrella liability insurance on a group basis; and

WHEREAS Purchaser represents and has provided information to PPP that Purchaser is engaged in the real estate business and is exposed to liability risks which are the same or similar to those of the other members of the group; and

WHEREAS Purchaser seeks to insure its own risks by purchasing umbrella liability insurance under the group umbrella insurance policy issued to the group through PPP;

NOW THEREFORE, the parties Agree as follows:

Agreement

- 1. PPP agrees that as of the effective date of this Agreement, Purchaser is a member of the risk-purchasing group and is eligible to participate in certain group umbrella liability insurance policies, including endorsements and renewals, which is issued to PPP for the benefit of its members ("Insurance").
- 2. Except as otherwise provided herein, so long as Purchaser satisfies the requirements of this Agreement and meets the qualifications of membership as set forth in the Act, PPP shall permit Purchaser to participate in and be insured under insurance.
- 3. Purchaser shall pay all premiums, which are billed to it for insurance not later than ten (10) days after receipt of a statement therefore.
- 4. Purchaser shall promptly pay a non-refundable annual membership fee of \$367.00 for \$5,000,000; \$588.00 for \$10,000,000; \$751.00 for \$15,000,000; \$1,078.00 for \$25,000,000; \$1,642.00 for \$50,000,000; depending on limit bound (the 'Membership Fee'). The Membership Fee must be paid not later than the date insurance coverage is bound. The Membership Fee is used, in part, to fund the operations and expenses of PPP in connection with its risk purchasing group activities. PPP has appointed Jacobson Goldfarb Scott Insurance ("JGS") to administer certain risk purchasing group operations of PPP and JGS is paid an administration fee by PPP for such services. JGS is the insurance agent through which PPP currently purchases the insurance coverages for PPP's members and is an affiliate of PPP.
- 5. Purchaser shall meet the underwriting criteria imposed by each insurer upon all members of the risk purchasing group who are insured or all persons who seek to be insured under the Insurance.

Purchaser understands that its failure to meet such underwriting criteria may result in the non-renewal of its coverage under Insurance.

6. Termination

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- a) This Agreement shall terminate:
- i. Upon failure of Purchaser to pay the annual membership fee or any premiums for insurance as required under the Insurance and this Agreement. Purchaser shall cease to be a member of the purchasing group at such time as the premium is past due. However, if the past due premium or membership fee is subsequently paid, PPP may, in its sole discretion, reinstate Purchaser's membership.
 - ii. Upon termination or non-renewal of Insurance covering Purchaser or the group through PPP.
 - b) This Agreement may be terminated by PPP
 - i. if there is a change in the business of Purchaser which results overall in its being exposed to liability risks which are not the same as or similar to those of the other members of the group so that it would no longer qualify for membership within the requirements of the Act; or and PPP shall give not less than thirty (30) days prior written notice of such termination; or
- ii. upon Purchaser's failure to meet standards, criteria, or conditions of membership which may be established from time to time by PPP for the risk purchasing group as a whole; and PPP shall give not less than thirty (30) days prior written notice of such termination; or
- c.) This Agreement may be terminated by Purchaser upon Purchaser's withdrawal from the risk purchasing group. Purchaser may withdraw from the risk purchasing group and participation in the Insurance at any time by submitting a written notice of its withdrawal to PPP stating the date upon which the withdrawal is to be effective. This Agreement shall terminate upon that date. Purchaser understands that withdrawal from the risk purchasing group will immediately terminate all coverage of insurance for Purchaser under Insurance.
- 7. <u>Indemnification</u>. Purchaser agrees to indemnify and hold harmless PPP for any liability or expenses, including costs of defense, which PPP may incur as a result of acts or omissions of Purchaser or any of its employees or agents including incorrect or false statements of fact intentionally made to PPP.

This Agreement shall be effective on _	11/25/2024 , 20	
	PURCHASE	R
	By: James Gamble	
	E6BA818A411D(Signature)	

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