INSURANCE PROPOSAL PREPARED FOR:

Caliber Restoration LLC

1000 Heritage Center Cir Round Rock, TX 78664

PREPARED BY:

Pascal Burke

2102 Business Center Drive, Ste. 280, Irvine, CA 92612

insure@pbibinc.com

877-893-7629

Renewal Quote and Binding Instructions

Renewal of Policy# RBS0188229

Caliber Restoration LLC

512-772-6614

Insurance Carrier: *Underwriter:*	Scottsdale Insurance Company	(760) 345-9029
Wholesaler: *Broker / Rep:*	Pascal Burke Insurance Brokerage Inc. Pascal Burke	877-893-7629
Retail Brokerage: *Broker / Rep:*	Pascal Burke Insurance Brokerage Inc. Pascal Burke	877-893-7629

If the insured's operations have changed or there are differences in the annual receipts, and you would like a quote based on the changes. Changes are as follows:

Changes may affect premium amount, and are subject to approval prior to bind.

STEP 1 - Review, Sign, and Collect requirements

Signed Signature Page

Signed Finance Agreement (SCIS or Producer arranged)

Please choose your financing options 1. SCIS Financing 2. Producer Financed 3. Full Pay

STEP 2 - Upload, Email, or Fax request to (760) 345-9028

Upload or email signed copy to your underwriter

Underwriter will review your submission and bind

STEP 3 - Policy issued via email insure@pbibinc.com

Policy will be emailed to: insure@pbibinc.com

STEP 4 - Payment Options

STEP 5 - Send SCIS Check Authorization form for amount due at time of binding.

PAYMENT OPTIONS / CHECK BY FAX / CREDIT CARD AUTHORIZATION:

[X] LOW-DOWN PFA $3,691.05

Coverage - Pricing - Payment Information
Renewal of Policy# RBS0188229

Caliber Restoration LLC

512-772-6614

COMMERCIAL GENERAL LIABILITY	
EACH OCCURRENCE LIMIT	$1,000,000
GENERAL AGGREGATE LIMIT	$2,000,000
HOT TAR & TORCHDOWN	$100,000 SUBLIMIT
PRODUCTS/COMPLETED OPERATIONS	$1,000,000
PERSONAL & ADVERTISING INJURY	$1,000,000
FIRE LEGAL LIABILITY	$50,000
MEDICAL PAYMENT LIMIT	$5,000

DEFENSE EXPENSES AS THE TERM IS DEFINED IN THE POLICY ARE INCLUDED WITHIN THE INDEMNITY LIMITS AS DEFINED IN THE POLICY

RATING INFORMATION	
BASED ON GROSS RECEIPTS/SALES	$1,200,000
DEDUCTIBLE (PER CLAIM)	$5,000
ISO FORMS REQUIRED	◉ Yes ○ No
POLICY TERM	1 Year
CLASSIFICATIONS:	98678 - ROOFER (RESIDENTIAL) 91629 - DEBRIS REMOVAL 98884 - METAL ERECTION - DECORATIVE/SHEET METAL 91583 - GENERAL CONTRACTOR (REMODEL RESIDENTIAL)

PRICING INFORMATION	
GL PREMIUM	$10,449.00
ENDORSEMENTS	$1,567.00
POLICY FEE	$1,327.00
Retail Broker Fee	$600.00
W/R Placement Fee	$250.00
Inspection Fee	$200.00
TX Stamping Fee	$5.42
TX Surplus Lines Tax	$656.84

TOTAL : $15,055.26

DOWN PAYMENT, TAX & FEES DUE WITHIN 10 DAYS OF EFFECTIVE DATE OR CANCELLATION NOTICE WILL BE SENT. 20% OF PREMIUM EARNED AT INCEPTION AS WELL AS INSPECTION FEE AND 20% OF ALL OTHER FEES FULLY EARNED AT THE TIME OF BINDING. NO FLAT CANCELLATIONS ALLOWED

Excess Liability Pricing Indication

Excess Limit	Premium
$1,000,000 xs of primary GL	$2,299.00
$2,000,000 xs of primary GL	$3,449.00
$3,000,000 xs of primary GL	$4,199.00
$4,000,000 xs of primary GL	$4,949.00
$5,000,000 xs of primary GL	$5,699.00

*The indicated premiums **do not include** any applicable taxes and fees.

Company:	Caliber Restoration LLC
Term:	03/23/2024 to 03/23/2025

Governing Class:	ISO Code:	98678
	Description:	ROOFER (RESIDENTIAL)
	Premium base:	Gross Sales
	Underlying GL premium:	$10,449.00
	Primary state:	TX

Caliber Restoration LLC

512-772-6614

General Liability Forms and Endorsements

Form Name	Form #
Policy Cover Letter	ADM-1092
President's Message	ADM-1091
Privacy Policy	ADM-1093
Contractors Shield Common Policy Declarations	SDS-D-1(01-21)
Supplemental Declarations Page	SDS-D-2(04-22)
Schedule of Forms and Endorsements	SDS-1-0118
Guaranty Fund Nonparticipation Notice	TX - Guaranty Fund TX
Texas - Important Notice	TX - Complaint - Shield
NW Signature Page	UTS-COVPG-0121
Notice to Policyholder - Important Claim Information	NOTS0595CW-0118
Notice-Fraud Warnings	NOTX0650CW (03-22)
Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism	CG 21 84 01 15
Nuclear Energy Liability Exclusion Endorsement	IL 00 21 09 08
Cap on Losses from Certified Acts of Terrorism	CG 21 70 01 15
Disclosure Pursuant to Terrorism Risk Insurance Act	IL 09 85 (01-15)
Service of Suit Clause	UTS-9g 06 22
Contractors Shield Commercial General Liability Coverage Form	CG 00 01 04 13
AMENDMENT - POLICY CONDITIONS	SDS-26-0920
AMENDMENT - DEFINITION OF AN EMPLOYEE	SDS-27-0118
EXCLUSION - PRIOR WORK COMPLETED, SOLD PRIOR TO POLICY EFFECTIVE DATE, OR ABANDONED AT ANY TIME	SDS-29-0118
EXCLUSION - SUBSIDENCE	SDS-30-0118
NON-DUPLICATION OF LIMIT OF INSURANCE ANTI-STACKING ENDORSEMENT(Defense Expenses Inside The Limits)	SDS-31-0920
EXCLUSION OPEN ROOF AND OPEN BUILDING	SDS-32-0920
EXCLUSION - INJURY TO EMPLOYEES - ABSOLUTE	SDS-33-0119
COMBINED POLICY EXCLUSIONS	SDS-34-0920
INDEPENDENT CONTRACTOR OR SUBCONTRACTOR PREMIUM CONDITION	SDS-35-0920
AMENDMENT OF INSURED CONTRACT DEFINITION	SDS-36-0118
LIMITS OF INSURANCE ENDORSEMENT (DEFENSE EXPENSES INSIDE LIMITS)	SDS-52-0118
EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM	CG 21 54 01 96
EXCLUSION - DESIGNATED PROFESSIONAL SERVICES	CG 21 16 04 13
EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS	CG 21 01 11 85
EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED	CG 21 07 05 14
COMMUNICABLE DISEASE EXCLUSION	CG 21 32 05 09
ABUSE OR MOLESTATION EXCLUSION	CG 21 46 07 98

Caliber Restoration LLC

512-772-6614

General Liability Forms and Endorsements

Form Name	Form #
TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION	CG 21 65 12 04
EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS	CG 21 86 12 04
SILICA OR SILICA.RELATED DUST EXCLUSION	CG 21 96 03 05
EXCLUSION - EXISTENCE OR MAINTENANCE OF STREETS ROADS HIGHWAYS OR BRIDGES	CG 22 42 11 85
EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY	CG 22 79 04 13
COMMON POLICY CONDITIONS	IL 00 17 11 98
CALCULATION OF PREMIUM	IL 00 03 09 08
AMENDMENT OF OTHER INSURANCE CONDITION	CG 00 55 03 97
EXCLUSION - TORCHDOWN OR HOT TAR APPLICATION - $100,000 Sub-Limit	SDS-24-0119
Blanket Additional Insured - Ongoing Operations	SDS-41-0119
Blanket Waiver of Transfer of Rights of Recovery Against Others To Us	SDS-48-0118
Continuous, Ongoing, Progressive Or Repeated Injury Or Damages Exclusion With Previously Completed Work Or Product Exception	SDS-50-0920
Open Roof Course Of Roofing Operations - Limited Overage($50,000 Sub-Limit)	SDS-54-0920
Blanket Additional Insured - Ongoing Operations - Owners, Lessees or Contractors - Primary and Noncontributory	SDS-55-0118
Exclusion-Work in Excess of Thirty-Five (35) Feet in Height	SDS-65-0819
BASIC CONDOMINIUM AND TOWNHOUSE EXCLUSION	SDS-66-0920
NEW RESIDENTIAL CONSTRUCTION EXCLUSION	SDS-71-0920
PRIOR WORK COMPLETED, SOLD PRIOR TO POLICY EFFECTIVE DATE, OR ABANDONED AT ANY TIME EXCLUSION WITH PREVIOUSLY COMPLETED WORK OR PRODUCT EXCEPTION	SDS-72-0920
BODILY INJURY ON PROPERTY OWNED BY THE INSURED EXCLUSION WITH EXCEPTIONS	SDS-73-0920
Employment Related Practices Exclusion	CG 21 47 12 07
SCAFFOLDING - AMENDMENT - POLICY CONDITIONS	SDS-86 (01-23)
PFC/PFAS EXCLUSION	GLS-666 (06-22)
IMPORTANT NOTICE-PFC/PFAS	NOTX0655CW

NOTICE OF TERRORISM INSURANCE COVERAGE

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2019 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. However, this policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the policy, any endorsements to the policy and

The term "certified act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, 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 an air carrier or vessel 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 or conditions which might affect your coverage, such as an exclusion for nuclear, chemical, biological or radioactive events. Under the formula, the United States Government agrees to reimburse eighty percent (80%) of covered terrorism losses that exceed the statutorily established deductible paid by the insurance company providing the coverage.

NO PREMIUM IS CHARGED FOR EITHER CARRIER OR GOVERNMENT BENEFITS

You should know that coverage provided by this policy for losses resulting from "certified acts of terrorism", that such losses may be partially reimbursed by the United States Government under a formula established by federal law. Under the formula, the United States Government generally reimburses 85% of the covered terrorism losses exceeding the statutorily established deductible.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2019 is scheduled to terminate at the end of December 31, 2027, unless renewed, extended or otherwise continued by the federal government. This policy contains Terrorism Coverage provided under the Act and the Act is terminated December 31, 2027, any terrorism coverage as defined by the Act provided in the policy will also terminate.

COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN "ACTS OF TERRORISM".

Caliber Restoration LLC

512-772-6614

INSURED'S INFORMATION

Effective Date	03/23/2024
Applicant	Caliber Restoration LLC
Contact	Ali Khan
Physical Address	1000 Heritage Center Cir
City, St Zip	Round Rock, TX 78664
Telephone / Fax	512-772-6614
Email Address	khan@caliberrestore.com
Contractor's license #	N/A
Business Type	Limited Liability Corp(LLC)

WORK EXPERIENCE

States in which you do business	TX
Do you work in multiple states?	○ Yes ◉ No
Years in business for yourself	3
Years in profession	10
Detail Description of Operation	
Residential contractor performing re-roofing, guttering, general contractor performing remodeling and remediation construction.	

EXPOSURES

a. Gross Receipts for the next 12 months?	$1,200,000
b. What are the Gross Receipts for the last 12 months?	$1,200,000
c. What are your subcontractor costs for the next 12 months?	$400,000
d. What is payroll for the next 12 months?	$0
e. Number of field employees?	0

WORK EXPERIENCE

Percentage of work Performed

Residential	Commercial	New	Remodel/Repair/Service
100	0	0	100

Describe in detail your largest project in the last 5 years along with the receipts $$$. (DETAIL REQUIRED BY CARRIER FOR APPROVAL)

Insured did a residential reroofing and reinstall gutters works amounting to $50,000.00
$50,000

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Have you been involved or do you subcontract any work involving blasting operations, hazardous waste, asbestos, mold, PCBs, or medical and/or industrial life?	○ Yes ◉ No
Do you perform tract work?	○ Yes ◉ No
Do you use subcontractors?	◉ Yes ○ No
Do all your subcontractors carry their own General Liability Insurance?	◉ Yes ○ No
Do you always collect certificates of insurance from sub-contractors?	◉ Yes ○ No
What minimum General Liability limit is required	1000/2000/1000
Do you always require sub-contractors to name you as additional insured?	◉ Yes ○ No
Do you have a standard formal written contract with sub-contractors?	◉ Yes ○ No
If yes, does it have a hold harmless/indemnification agreement in your favor?	◉ Yes ○ No
Do you do any work for condominium or townhouse associations?	○ Yes ◉ No
Do you do OCIP (Wrap-up) work?	○ Yes ◉ No
Any work performed for a fee or with labor and/or material costs paid by others?	○ Yes ◉ No
Have you allowed or will you allow your license to be used by any other contractor?	○ Yes ◉ No

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WORK EXPERIENCE (continued)	
Has any lawsuit ever been filed, or any claim otherwise been made against your company of any partnership or joint venture of which you have been a member of your company's predecessors in business, or against any person, company or entities on whose behalf your company has assumed liability?	○ Yes ◉ No
Is your company aware of any facts, circumstances, incidents, situations, damages or accidents (including but not limited to: faulty or defective workmanship, product failure, construction dispute, property damage or construction worker injury) that a reasonably prudent person might expect to give rise to a claim or lawsuit, whether valid or not, which might directly or indirectly involve the company?	○ Yes ◉ No

SUPPLEMENTAL QUESTIONS (work in progress)	
Do you have a project in progress for which you are seeking coverage under this application?	○ Yes ◉ No

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SUPPLEMENTAL QUESTIONS (litigation against applicant's)	
Within the past 4 years have you filed any lawsuits and/or arbitration actions against any of your customers for nonpayment of your services and/or materials you supplied?	○ Yes ◉ No

☒ **HAS NO LOSSES**

☐ Yes ☒ No Earth bearing retaining wall construction over six feet?

☐ Yes ☒ No Are you doing any demolition work?

☐ Yes ☒ No Are you doing any trash hauling other than from a construction site?

☐ Yes ☒ No Do you do fabrication or installation of staircases, fire escapes, bridges, guard rails, or storage tanks?

☐ Yes ☒ No Security gates, doors or windows?

☐ Yes ☒ No Do you perform welding?

☐ Yes ☒ No Does the applicant perform post tensioning?

☐ Yes ☒ No Do you attach any objects to the exterior of a building surface?

☐ Yes ☒ No Fabrication of chairs, benches, or sculptures over six feet?

☐ Yes ☒ No Fire place installation, service, or repair?

☐ Yes ☒ No Do you use any scaffolding or stages in your operations?

What is the percentage of hot work performed?: 0%

What is your maximum building height for exterior work?: 30 FEET

What percentage of your operations involve spray foam roofing?: 0%

☐ Yes ☒ No Do you do any new construction? (Residential)

☐ Yes ☒ No Earthquake retrofitting or updating?

☐ Yes ☒ No Are you involved in room additions?

☐ Yes ☒ No Do you engage in the construction of ADU’s?

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The policy you are applying for is issued by a Surplus Lines Carrier. The Surplus Lines Carrier may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for a Surplus Lines Carrier.

The Applicant acknowledges that Applicant has read or has had the opportunity to read a sample of the Policy form that will be issued to the Applicant as well as commonly used endorsements. The Applicant further acknowledges that the sample may not contain all of the endorsements, restrictions that may be ultimately issued to the Applicant. The Applicant further acknowledges that a copy of the Policy form and commonly used endorsements has been made available to Applicant's broker. Further the Applicant acknowledges that a copy of the Contractors Shield Policy form and commonly used endorsements are available for review by either the Applicant or the Applicant's broker by contacting Shield Commercial Insurance Services at 760-345-9029

SIGN HERE

_____
Applicant's Initials:

THERE ARE EXCLUSIONS, RESTRICTIONS, SUBLIMITS AND CONDITIONS IN THE POLICY THAT LIMIT COVERAGE. SOME, BUT NOT ALL OF THESE ARE AS FOLLOWS:

- DEFENSE COSTS REDUCE INDEMNITY LIMITS UNLESS ADDITIONAL COVERAGE PURCHASED
- ANY AUDITS OF THIS POLICY THAT RESULT IN ADDITIONAL PREMIUM DUE WILL ALSO INCLUDE ANY APPLICABLE FEES AND TAXES.
- BINDING ARBITRATION CLAUSE
- DEDUCTIBLE
- TORCH AND HOT TAR SUBLIMIT OF $100,000 ON APPLICABLE CLASS CODES
  - Applicant confirms that a 2 hour fire watch and other acts are required conditions is required for sub limit coverage
- SOME OF THE EXCLUSIONS
  - OPEN ROOF WATER DAMAGE EXCLUSION
  - TOTAL POLLUTION except HVAC and HOSTILE FIRE CLAIMS
  - VARIOUS MATERIAL, BIOLOGIC AND RADIATION EXCLUSIONS: ASBESTOS; CONCRETE SULFATES; ELECTROMAGNETIC RADIATION; LEAD; MOLD; BACTERIA AND OTHER ORGANICALLY- CAUSED DAMAGES, POLLUTION DISCHARGE GENERALLY; COMMUNICABLE DISEASE
  - EARTH MOVEMENT
  - LICENSED VEHICLE (AUTO), AIRCRAFT, OR WATERCRAFT LIABILITY
  - BLASTING OPERATIONS
  - INTENTIONAL OR CRIMINAL ACTS
  - LIABILITY TO EMPLOYEES AS A RESULT OF INJURY
  - EXTERIOR INSULATION AND FINISH SYSTEMS (E.I.F.S) UNLESS COVERAGE PURCHASED
  - PAST PROJECTS/PRIOR WORK (Unless in continuous and unbroken renewal under a Shield issued policy)
  - CONTINUOUS & ONGOING LOSS COMMENCING BEFORE INITIAL OR CONTINUOUSLY RENEWED POLICY TERM
  - CONDOMINIUM AND TOWNHOUSE EXCLUSION EXCEPT FOR REPAIR TO INDIVIDUAL UNIT FOR UNIT OWNER
  - WRAP-UP/OCIP
  - FOUNDATION REPAIR
  - ABANDONMENT OF A PROJECT
  - TRACTS IN EXCESS OF 15 HOMES
  - NON-COMPLIANCE WITH BUILDING CODES
  - UNLICENSED WORK
  - WORK ON FIRE SUPPRESSION SYSTEMS
  - PROFESSIONAL LIABILITY
  - 35 FT HEIGHT AND 12 FOOT BELOW GRADE EXCAVATION RESTRICTION

SIGN HERE

Many of the above restrictions and sub-limits can be eliminated or modified by endorsement to qualified applicants for policy term or specific projects. If you have any questions, please contact your broker. The Applicant further acknowledges the Policy has other restrictions in coverages.

_____
Applicant's Initials:

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512-772-6614

SIGN HERE

The Applicant authorizes the Broker to sign on behalf of the Applicant any documents modifying the terms and conditions of the policy including but not limiting to the purchase of additional endorsements, changes in coverage including policy limits, and the execution of any documents necessary to obtain a renewal and/or extension of the policy.

_____
Applicant's Initials:

The Applicant warrants that after inquiry, no one employed by or associated with Applicant is aware of any complaints, allegations, demand for payment of money or the performance of services, claims, incidents, potential claims, acts, errors, omissions, facts, circumstances, situations, events or transactions that could reasonably result in a claim or lawsuit being presented against Applicant or anyone employed by or associated with Applicant

The Applicant warrants that the above statements and particulars, together with any attached or appended documents or materials (this application), are true and complete, and do not misrepresent misstate, or omit any material facts. Furthermore, the Applicant authorizes SCIS as administrative and servicing manager, to make any investigation and inquiry in conjunction with the application as it may deem necessary. The Applicant agrees to notify SCIS of any material changes in the answers to the questions on this application which may arise prior to the effective date of our Policy issued in pursuant to this application and the Applicant understands that any outstanding quotations may be modified or withdrawn based upon such changes at the sole discretion of SCIS.

The Applicant further understands that, if a Policy is issued, this Application will be incorporated into and form a part of such Policy and any false information provided in this application will result in nullification of the Policy. The Applicant understands that information contained herein is specifically relied upon by SCIS in the issuance of the Policy. The undersigned, therefore, warrants that the information contained herein is true and correct. The Applicant understands that misrepresentation or omission shall constitute grounds for either an early cancellation or denial of coverage of claims, if any. It is understood that the Applicant and or affiliated companies are under a continuing obligation to immediately notify SCIS of any material alteration of the information given. The Applicant also acknowledges, that the Applicant has not sustained a loss nor has any claim been made against the Applicant within the last 5 years unless otherwise disclosed in this application.

SIGN HERE

_____
Applicant's Initials:

SIGN HERE

The Applicant understands that if the Applicant utilizes the premium finance arrangement provided through SCIS the program & filing fees, inspection fee and agency fee will be fully earned and Applicant is responsible for and will guaranty those payments.

_____
Applicant's Initials:

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512-772-6614

OPEN ROOF SUBLIMIT ACKNOWLEDGMENT

Policyholder has elected to purchase the Open roof/building sublimit endorsement. The policyholder has been advised to read the endorsement carefully. Policyholder acknowledges that as stated in the endorsement coverage is dependent upon the policyholder complying as follows prior to a loss in the event of a claim:

- Taken appropriate steps to determine the approach of adverse weather in advance of any job or work commencement; and
- Taken appropriate steps to provide a temporary waterproof covering for an open roof are other opening of any kind able to withstand normal weather conditions and must have put in place such a cover if the job site has been left unattended for more than 4 hours.

The policyholder understands that failure to comply with any of the above two requirements relieves the carrier of any responsibility to provide a defense or indemnity in the event of an open roof/open building claim.

_____

Applicant's Initials

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Notwithstanding any of the foregoing, the Applicant understands SCIS is not obligated nor under any duty to issue a Policy of insurance based upon this application. SCIS is relying on the statements in issuing the policy. The Applicant's statements are material and truthful. The applicant is signing this statement under penalty of perjury.

NOTICE: In some states, any person who knowingly, and with the intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime in many states.

_____	There are no material changes in the policyholder's operation and gross receipts other than as noted from the prior year.
_____	Please bind per quote

Date:_____

Signature of Applicant:_____

Title (Owner, Office, Partner):_____

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DECLINATION FORM

Insured: Caliber Restoration LLC

Policy#:

Effective: 03/23/2024

AUTHORIZED INSURERS WHO DECLINED THE RISK

INSURER & NAIC# DATE DECLINED

1. _____

2. _____

3. _____

NAME AND TITLE OF PERSON WHO CONDUCTED THE DELIGENT SEARCH RESULTING IN THE ABOVE DECLINATIONS:

NAME _____ TITLE _____

WE APPRECIATE YOUR PROMPT ATTENTION TO THIS MATTER.

_____ DATE

_____ AGENT'S SIGNATURE

AGILE
PREMIUM FINANCE

Loan Preparation Instructions

Dear Valued Agency,

Attached is a Premium Finance Agreement & Disclosure Statement ("PFA") for your insured's policy. To ensure your PFA is set up timely, please complete the checklist of required information below:

- The named insured's address and phone number provided are current. If the mailing address is a post office box, the insured's current physical address was provided.
- The entire contract is legible, signed and dated by both the insured and by the agent or broker.
- Please ensure all terms, including insurance company and general agent/broker information is correct.
- Email the completed PFA to **contracts@financepremium.com.**

All accounts will be set up to receive coupon books or statements via email.

Notice of Acceptance: Agile will send a notice of acceptance to your agency and insured within 24 hours of processing the contract.

If you do not receive a notice of acceptance within the 24 hour period, please contact us at 619-684-3812

***Contact Information*:**

Agile Premium Finance
Dedicated Shield CSR Line: 619-684-3812
Automated Call: (855) 281-3567
Fax: 619-697-0326
CSR@FINANCEPREMIUM.COM

COMMERCIAL INSURANCE PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

AGILE PREMIUM FINANCE
A Division of Valley National Bank®

PO Box 549
Newark, NJ 07101-0549
Phone: 619-684-3812
Email: csr@financepremium.com

Quote # 567332

Borrower (Insured): Name and Address as stated in Policy	Agency
Caliber Restoration LLC 1000 Heritage Center Cir Round Rock, TX 78664 Phone:512-772-6614 Email:khan@caliberrestore.com Taxpayer ID #:	Pascal Burke Insurance Brokerage Inc. 2102 Business Center Drive, Ste. 280 Irvine, CA 92612 Phone:877-893-7629 Email:insure@pbibinc.com Agency ID:

Schedule of Policies

Coverage Type	Policy Number	Effective Date	Policy Term	Policy Subject to Audit	MEP	Days to Cancel	Short Rate	Premium	Insurance Company Managing General Agency
GL		03/23/24	12		20	10		Premium: 12,016.00 Taxes/Stamp: 2,189.26 Fees: 850.00	Scottsdale Insurance Company Administered by: Shield Commercial Insurance Services, Inc.

Additional Policies are listed on the attached Schedule of Policies (if any)

Federal Truth in Lending Disclosures

Payment Processing Fee: $45

Total Premiums	Down Payment	Unpaid Premium Balance	Florida Doc Stamp Tax Applicable in Florida Only	Amount Financed The amount of credit provided to you or on your behalf	Finance Charge The dollar amount the credit will cost you	Total of Payments The amount you will have paid after you have made all payments as scheduled
15,055.26	3,691.05	11,364.21	0.00	11,364.21	832.32	12,241.53

Annual Percentage Rate The cost of interest on the loan as a yearly percentage	Payment Amount	Number of Payments	Date of First Payment	Due Date of All Subsequent Payments
17.25%	1,360.17	9	04/23/2024	05/23/2024

The finance charge will begin to accrue on the earliest policy effective date shown above or on attached schedule.

Promise to Pay: In return for the payment(s) that Agile Premium Finance has advanced to pay my insurance policy or policies listed in this agreement, I promise to make monthly payments as shown in this agreement. I will make these monthly payments until I have paid the full amount advanced me or on my behalf, plus the finance charges and any other charges I may owe as shown on this agreement. I understand that payment will be payable at the office of Agile Premium Finance, PO Box 549, Newark, NJ 07101-0549.

Cross Collateralization: If you do not make a payment on time Agile Premium Finance reserves the right to utilize credits, payments, all monies received from or on behalf of the insured to apply towards any of the insureds past due accounts.

Security: I am giving a security interest in all unearned premiums and/or dividends and, on commercial policies, loss payments which will reduce the unearned premium. I understand that I may not assign the policy or policies, except for the interest of mortgagees and/or loss payees, without the written consent of Agile Premium Finance.

Prepayment: I understand that if I pay the full amount due Agile Premium Finance in advance, I may receive a refund of the unearned portion of the FINANCE CHARGE calculated using the statutory method required by my State. No refund will be made if less than one dollar ($1.00).

Agent or Broker Warranty: The Agent or Broker does hereby Warrant to Agile Premium Finance that the foregoing agreement is valid; that all signatures are genuine; that all policies listed are correctly described and in full force and effect; that any amount received by the agent or broker from Agile Premium Finance will be properly forwarded to the insurance company or companies; and that any and all return premium received from the insurance company or companies will be forwarded to Agile Premium Finance immediately. The agent or broker warrants that the down payment has been collected and agent or broker has paid or will pay that down payment to the carrier or MGA as listed in contract in order that the policy or policies listed herein are put into effect on the date shown in this agreement. The agent or broker has read and agrees to the Agent or Broker Representations and Warranties section on page two of this agreement.

NOTICE TO THE INSURED: By signing below I, the Insured, have read this agreement and agree to the terms and conditions on all pages. I have the right to pay off the full amount due in advance and may receive a partial refund of the finance charges. I also acknowledge the receipt of an executed copy at the time of execution thereof and represent that I have the authority to sign on behalf of the Insured. If the Insured is a corporation, an officer of the corporation must sign. All insureds designated on the policy must sign.

Signature of Insured	**Signature of Agent or Broker**
Title **Date**	**Title** **Date**

INSURED NAME: QUOTE #:

Insured agrees as follows:

1. **Security Interest.** Insured grants and Assigns Agile Premium Finance a security interest in the financed policies and any additional premiums written to the financed policies including all gross unearned premiums, dividend payments, and loss payments which would result in a reduction to unearned premiums.

2. **Power of Attorney**. Insured irrevocably appoints Agile Premium Finance as it's "Attorney-in-Fact" with full power of substitution and full authority in the event of default to (i) cancel the financed policies, (ii) receive any unearned premium or other amounts with respect to the policies assigned as security herein.

3. **Warranties**. Insured represents and warrants that (i) the financed policies are in full force and effect; (ii) the information provided in this agreement is true and accurate and not misleading (iii) the policies being financed are for business or commercial purposes; (iv) the down payment and any other payments due have been paid in full to the agent or broker in available funds (v) Insured has no indebtedness to the insurers issuing the Policies; (vi) Insured is not insolvent or presently involved in any insolvency proceedings; and (vii) there are no provisions in the policies being financed that require Agile Premium Finance to notify or obtain consent from any party to effect cancellations of financed policies.

4. **Assignments.** Insured agrees not to assign any rights to the financed policies without Agile Premium Finance written consent. Agile Premium Finance may transfer its rights to the financed premiums without insureds consent.

5. **Agreement Accepance.** This agreement does not go into effect until Agile Premium Finance accepts it in writing.

6. **Agent or Broker.** Agent or Broker is not the Agent of Agile Premium Finance with the exception of any action taken on behalf of Agile Premium Finance. Agile Premium Finance is not bound by anything written or verbally conveyed to Insured and is not liable for any acts or omissions by the Agent, Broker or Insurance Carrier.

7. **Additional Premiums.** Insured agrees to pay insurance company, in a timely fashion, any additional premiums due on any policy contained within this agreement.

8. **Default.** Default occurs when: (i) Insured does not pay an installment when it is due (ii) insured is in default with any other agreement with Agile Premium Finance (ii) Insured fails to comply with any of the terms of the Agreement; (iii) insured files for or is involved in any bankruptcy proceeding (iv) any of the financed policies are cancelled (v) Insurance companies have filed for bankruptcy or are otherwise insolvent.

In the event of default Agile Premium Finance can demand agreement be paid in full regardless of whether unearned premium has been refunded. Agile Premium Finance may take any action, not prohibited by law, to collect payment of any unpaid amounts due. Insured agrees to pay all applicable cancellation charges, interest charges, collection costs and expenses incurred by Agile Premium Finance as a result of or in connection with enforcing its rights under this Agreement.

9. Rights after Policies are Cancelled. When a financed policy is cancelled either partially or in full by any party, or credits are generated for any reason Agile Premium Finance has full right to all unearned premium, credits, or any other monies generated related to financed policies to apply towards insureds unpaid balance under this agreement or any other open agreement for this insured. Unearned premiums will not be applied as installment payment(s). Insured agrees to pay Agile Premium Finance any deficiency immediately upon written notification. Any overage created once a balance is paid in full will be refunded to the insured within thirty (30) days.

10. **Request for Insurance Reinstatement**. Agile Premium Finance does not have any obligation to request reinstatement of any policy, even in the event payments have been made subsequent to a cancellation. If Agile Premium Finance does request reinstatement this does not constitute reinstatement of insureds policies and any rights Agile Premium Finance has under this agreement will remain intact.

11. **Finance Charge.** Interest accrues from the earliest policy effective date indicated in the Schedule of Policies and continue to accrue until the Loan is paid in full. Interest is computed using a 365-day calendar. In cases of default Agile Premium Finance may charge interest on the outstanding principal balance at the maximum rate permitted by law from the date of the default until the balance is paid in full.

12. **Late Fees.** A late fee will be assessed on all accounts past due five (5) days or later as required by state law. This late charge will be equivalent to lessor of 5% of the installment amount due, or the maximum allowable by state law.

13. **Returned Check Fee.** If an Insured's check or electronic funding is dishonored for any reason Insured agrees to pay a fee up to the maximum allowable amount permitted by law.

14. **Corrections.** Agile Premium Finance may correct any errors or omissions in this Agreement that are not prohibited by law.

15. **Limitation of Liability. Agile Premium Finance or its Assignees are not liable for any loss or damage to the Insured or any other person or company resulting from the cancellation of financed polices except in the event of willful or intentional misconduct by Agile Premium Finance.**

16. **Governing Law.** This Agreement is governed by and interpreted in accordance with the laws of the state of the Insured's address of record.Any legal action or proceeding relating to this contract shall be instituted in Passaic County, New Jersey or as determined by Agile Premium Finance. If any portion of this agreement is deemed to be invalid, such findings will not affect the remaining provisions of this agreement.

To help the fight against terrorism and money laundering Federal Law requires all financial institutions to obtain, verify and record information that identifies each insured financed by Agile Premium Finance. Agile Premium Finance will require such information as we deem reasonably necessary to allow us to properly identify you such as your Name, Physical Address, Tax Payer ID or Birth Date. Agile Premium Finance will use this information specifically for the purpose of processing this loan and will not share this information with other parties with the exception specific parties necessary to complete this process.

CALIFORNIA INSUREDS: FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

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Agent or Broker Representations and Warrantees

1. The Insured has received a copy of this agreement and all information given is Correct and Accurate.
2. The Policies listed in the Schedule of Policies are in full force and can be cancelled by Agile Premium Finance for non-payment. Unless otherwise noted in the Schedule of Policies Agile Premium Finance will receive a Pro-Rata computation of all return credits and do not contain any policy provisions to the contrary including not limited to Incorrect Premium Amounts, Extended Cancellation beyond ten (10) days, Minimum or Fully Earned Policies, Direct Bill Policies, and Auditable or Retrospectively Rated Policies.
3. Insured's signature is genuine. In cases where the Agent is allowed by applicable state law to sign on behalf of the insured the agency has obtained proper authorization from the insured and has given the insured all applicable notifications of this agreement, including but not limited to a complete copy of this agreement.
4. The Down Payment and any other payments being collected by, or due to, the agency has been collected in good funds from the insured.
5. Agent is either the insured's authorized policy-issuing agent or broker placing the coverage directly with the insurer, except as indicated on the Schedule of Policies.
6. To the best of Agents knowledge, unless otherwise conveyed in writing to Agile Premium Finance, the Insured is not in or preparing to file Bankruptcy, Receivership or Insolvency.
7. Agent will remit all funds received from Agile Premium Finance and Insured to Insurer promptly with the exception of any authorized fees and commissions retained by Agent. Agent will return all funds not remitted to Insurer for any reason within 60-days of receipt from Agile Premium Finance or sooner as instructed by Agile Premium Finance, unless delayed funding is authorized by Insurer. Agile Premium Finance may request a delayed funding authorization in writing from Insurer.
8. Agent will return any credits received from Insurer promptly and in full to Agile Premium Finance. Unearned Commissions shall be returned to Agile Premium Finance within 10-days of receipt of returned credits from Insurer.
9. Agent recognizes the Security Interest and Power of Attorney of Agile Premium Finance. Agent shall not do anything to interfere with the rights of Agile Premium Finance under this agreement. Agent is not an agent of Agile Premium Finance and is not authorized to represent Agile Premium Finance as such.
10. Agent will Hold Harmless and Indemnify Agile Premium Finance against any losses, costs, fees, inclusive but not limited to Attorney's Fees, Court Costs, Collection Fees, and other reasonable costs, incurred by Agile Premium Finance or its Assignees as a result of a violation of these Representations and Warranties or from Agent's Error or Omission

Schedule of Policies(continued from Page 1)

Coverage Type	Policy Number	Effective Date	Policy Term	Policy Subject to Audit	MEP	Days to Cancel	Short Rate	Premium	Insurance Company Managing General Agency
GL		03/23/24	12		20	10		Premium: 12,016.00 Taxes/Stamp: 2,189.26 Fees: 850.00	Scottsdale Insurance Company Administered by: Shield Commercial Insurance Services, Inc.
								Premium: Taxes/Stamp: Fees:	
								Premium: Taxes/Stamp: Fees:	
								Premium: Taxes/Stamp: Fees:	
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Insured Login Instructions

1. Go to the Agile website http://www.agile-pf.com
2. Click the Log In box in the upper right corner

3. Click the link to Register Now!

4. Fill out the form with Account Number and Zip Code to create a login account

5. Create your User Name and Password, enter your email and fill in the security questions

6. The insured will then be able to make a payment and review their account(s) information

AGILE PREMIUM FINANCE
A Division of Valley National Bank®

AGILE PREMIUM FINANCE
(619)391-1851
475 Half Day Road #550
Lincolnshire, IL 60069
www.financepremium.com

ACH/EFT Authorization Agreement

Account Information: ☐ Agent ☐ Insured

Name:
Agile Quote/Account #
Phone Number:
Email:

I/We hereby make, constitute, appoint and authorize Agile Premium Finance, hereinafter called AGILE, as my/our true and lawful attorney to charge to my/our account at the financial institution named below, hereinafter-called DEPOSITORY, and to credit the same to my account with AGILE. I/We acknowledge that charges to my /our account will occur in accordance with my/our Quote/Account # as indicated above (and subsequent accounts) and may be adjusted or corrected for events including but not limited to endorsements, administrative error, and/or insufficient funds until my/our account balance is paid in full.

Payment Type: ☐ ACH ☐ Credit Card (Choose One)

Bank Account Information: ☐ Corporate Checking ☐ Personal Checking

Bank Name:	Name of Account Holder:
Routing #:	Account #:

Credit Card Information: ☐ Visa ☐ Mastercard ☐ American Express ☐ Discover

Cardholder Name:

Card Number:	Expiration Date:
CVV:	Billing Zip Code:

This Power of Attorney and authorization is to remain in full force and effect for this account and all of my/our subsequent accounts until AGILE has received written notification from me/us of its termination in such time and in such manner as to afford AGILE and DEPOSITORY a reasonable opportunity to act on it, but in no event will occur later than three business days prior to the scheduled date of transaction. I/We further understand that sufficient funds must be available at the time each transfer is processed. In the event that there are insufficient funds, AGILE will charge up to the maximum NSF fee permitted by law. If this authorization is for a Corporation or LLC, the undersigned is an officer of said Corporation or a member of the LLC and authorized to execute this authorization on behalf of the Corporation or LLC.

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Signatures: DO NOT SIGN UNLESS YOU HAVE READ AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS DOCUMENT

Name:	Signed:	Date:

***Please note there is a one-time $10 setup fee for all submitted requests.**

****Please note there is an additional 3.25% processing fee for credit card payments**

Please send completed form to csr@financepremium.com prior to the due date.