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Amar Jain  
Hospital  
Amrapali  
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Telephone  
(211) 111-  
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**INSURANCE  
PREMIUM  
FINANCE  
AND  
SECURITY  
AGREEMENT**

Loan Number: **100022.1**

This is an agreement between you and hos7 (hereinafter referred to as “GP”) concerning the financing of the premium for one or more commercial insurance policies. The terms of this agreement are stated below and on page two (2) of this Insurance Premium Finance and Security Agreement.

<b>Insured Name and Address of (Exactly as shown on Policy) (“Insured”)</b> Insured Users Test Test Florida 42342  Telephone (333) 333-3333   #	<b>Agent Name and Address (of Insured’s “Agent”)</b> Test User Test Test 33333 Alabama  Telephone (454) 545-4545
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**SCHEDULE OF POLICIES ON PAGE 2**

<b>TOTAL PREMIUM</b>	<b>DOWN PAYMENT</b>	<b>UNPAID BALANCE</b>	<b>DOC. STAMP TAX</b> <small>Applicable in Florida only</small>	<b>AMOUNT FINANCED</b> <small>Amount of credit provided to you or on your behalf</small>	<b>FINANCE CHARGE</b> <small>The dollar amount the credit will cost you.</small>	<b>TOTAL OF PAYMENTS</b> <small>Amount you will have paid after you have made all the scheduled payments</small>	<b>ANNUAL PERCENTAGE RATE</b> <small>The cost of your credit as a yearly rate.</small>
<b>\$ 1,000.00</b>	<b>\$ 300.00</b>	<b>\$ 700.00</b>	<b>\$ 0.00</b>	<b>\$ 700.00</b>	<b>\$ 23.54</b>	<b>\$ 723.54</b>	<b>8.00 %</b>

<b>Payment Schedule:</b> Your payment schedule will be:	<b>Number of Payments</b>	<b>Amount of Payments</b>	<b>When Payments are Due</b>	
			<b>First Due Date</b>	<b>Due Date*</b>
	<b>9</b>	<b>\$ 80.39</b>	<b>06/22/2023</b>	<b>22nd</b>

\* Subsequent payments are due on the same day of each succeeding month payable to GP and mailed to the address above.

**Prepayment:** The insured may prepay in full at any time subject to the maximum non-refundable service fee(s) permitted by applicable law. If the insured prepays in full the insured will receive a refund of the unearned finance charge calculated according to the Rule of 78's or the actuarial method as provided by applicable law. Minimum refund is 1.

**Security Interest:** The Insured assigns to GP as security for payment of this Agreement all sums payable to the Insured with reference to the Policies listed above including, among other things, any gross return premiums and any payment on account of loss which results in reduction of unearned premium in accordance with the term(s) of said Policies.

**Delinquency Charge:** A delinquency charge will be assessed on any payment not received by GP within five (5) days of its due date, unless a longer period is specified under applicable law, in which case the delinquency charge will be imposed on any payment not received by GP within this longer period. The delinquency charge will be: (1) 5% of the overdue amount; or (2) the maximum delinquency charge allowed by applicable law.

**Cancellation Charge:** If a default results in cancellation of a Policy, the Insured agrees to pay a cancellation charge of 25 or the maximum amount permitted by applicable law and a 25 administrative fee.

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT:** To help the Federal government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or entity that opens an account with the financial institution, including any extension of credit or other financial services product. We will require such information as we deem reasonably necessary to allow us to properly identify you, such as your name, address, FEIN or SSN.

**NOTICE TO INSURED:** 1) DO NOT SIGN THIS AGREEMENT UNTIL YOU READ BOTH PAGES OF THE AGREEMENT AND FILL IN ANY BLANKS. 2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. 3) YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 4) 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. 5) SEE PAGE TWO FOR IMPORTANT INFORMATION.

**REPRESENTATIONS AND WARRANTIES:** The undersigned Agent and Insured partner should sign as such; signatory acting in representative capacity represents that all Insureds have authorized this transaction and have authorized signatory to receive all notices hereunder. By signing below each Insured jointly and severally agrees to make all payments required by this Agreement and to be bound by all provisions of this Agreement, including those on page two. You are not required to enter into an insurance premium financing arrangement as a condition to the purchase of any insurance policy.

(Signature of Agent)

(Title)

(Signature of Insured)

(Title)

**Name of Insured: Insured Users**

**Total Premiums: \$ 1,000.00**

**Loan Number: 100022.1**

## SCHEDULE OF POLICIES (“Policies”)

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY MM/DD/YYYY	NAME OF INSURANCE COMPANY AND NAME ADDRESS OF GENERAL AGENT OR COMPANY OFFICE TO WHICH PREMIUM IS TO BE PAID BY GP	TYPE OF COVERAGE	TERM IN MONTHS COVERED	PREMIUM AMOUNT
P1	05/23/2023 12:00 AM	insurance company	Boiler and Machinery	6 Months	Premium: \$ 1,000.00 Policy Fee: \$ 0.00 Broker Fee: \$ 0.00 Tax/Stamp: \$ 0.00 Inspection \$ 0.00
					Premium: \$ 0.00 Policy Fee: \$ 0.00 Broker Fee: \$ 0.00 Tax/Stamp: \$ 0.00 Inspection \$ 0.00
					Premium: \$ 0.00 Policy Fee: \$ 0.00 Broker Fee: \$ 0.00 Tax/Stamp: \$ 0.00 Inspection \$ 0.00
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					Premium: \$ 0.00 Policy Fee: \$ 0.00 Broker Fee: \$ 0.00 Tax/Stamp: \$ 0.00 Inspection \$ 0.00
PAGE 2 TOTALS					\$ 1,000.00

**(Signature of Agent)**

(Title)

**(Signature of Insured)**

**(Title)**

<p><b>Name of Insured:</b> <u>Insured Users</u></p> <p><b>THE INSURED (JOINTLY AND SEVERALLY IF MORE THAN ONE) AGREES AS FOLLOWS:</b></p> <p><b>1. PROMISE TO PAY.</b> In consideration of the payment by GP of the Amount Financed, the Insured agrees to pay the Down Payment to the insurance company(ies) listed in the Schedule of Policies, and to pay GP the Total of Payments in accordance with the terms of this Agreement.</p> <p><b>2. SECURITY INTEREST.</b> Insured assigns to GP as security for the total amount payable hereunder all sums payable to the Insured under the Policies, including, among other things, any gross unearned premiums, bridend payments, and any payment on account of loss which results in a reduction of unearned premium in accordance with the terms of said policies.</p> <p><b>3. WARRANTIES.</b> Insured represents and warrants that: (a) the Policies are in full force and effect (b) the proceeds of this loan are to be used to purchase insurance for other than personal, family or household purposes; (c) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading; (d) the Insured has no indebtedness to the insurers issuing the Policies; and (e) the Insured is not insolvent nor presently the subject of any insolvency proceeding.</p> <p><b>4. POWER OF ATTORNEY.</b> Insured hereby irrevocably appoints GP as its Attorney-in-Fact upon the occurrence of an Event of Default (defined below) and, after proper notice has been mailed as required by law, grants to GP authority to effect cancellation of the Policies, and to receive any unearned premium or other amounts with respect to the Policies assigned as security herein, and to sign any check or draft issued therefore in Insured’s name and to direct the insurance companies to make said check or draft payable to GP. Insured agrees that this authority to effect cancellation of the Policies cannot be revoked and will terminate only after Insured’s obligations under this Agreement are paid in full. Insured agrees that proof of mailing any notice hereunder constitutes proof of receipt of such notice.</p> <p><b>5. PAYMENTS RECEIVED AFTER NOTICE OF CANCELLATION.</b> Insured agrees that any payments made and accepted after a Notice of Cancellation has been sent to any insurance company do not constitute reinstatement or obligate GP to request reinstatement of such insurance Policy(ies), and Insured acknowledges that GP has no authority or duty to reinstate coverage, and that such payments may be applied to Insured’s indebtedness hereunder or under any other Agreement, and any such payments will not affect GP’s rights under this Agreement.</p> <p><b>6. ASSIGNMENTS.</b> Insured agrees not to assign the Policies except for the interest of mortgagees or loss payees, without the written consent of GP. GP may assign its rights under this Agreement without Insured’s consent, and all rights conferred upon GP shall inure to GP’s successors and assigns.</p> <p><b>7. DISHONORED CHECK FEE.</b> If an Insured’s check or electronic funding is dishonored for any reason and applicable law permits, Insured agrees to pay GP a dishonored check fee equal to the maximum rate permitted by law.</p> <p><b>8. DEFAULT.</b> An Event of Default occurs when the Insured: (a) does not pay any installment according to the terms of this Agreement or any other agreement; (b) fails to comply with any of the terms of the Agreement; (c) any of the Policies are cancelled for any reason; (d) Insured or its insurance companies are insolvent or involved in a bankruptcy or similar proceeding as a debtor; (e) premiums increase under any of the Policies and Insured fails to pay such increased premium within thirty (30) days of the or (f) Insured is in default under any other agreement with GP. If an Event of Default occurs and after giving notice as required by law, all amounts due under this Agreement become immediately due and payable and the Insured is liable for all amounts described herein.</p> <p><b>9. RIGHTS UPON DEFAULT.</b> If an Event of Default occurs, GP may at its option pursue any and all remedies available, including but not limited to, the following: Demand and receive immediate payment of the total unpaid amount due under this Agreement regardless of whether GP has received any refund of unearned premium. GP may take all necessary actions to enforce payment of this debt. To the extent not prohibited or limited by applicable law, GP is entitled to collection costs</p>	<p><b>Total Premiums:</b> <u>\$ 1,000.00</u></p> <p><b>Loan Number:</b> <u>100022.1</u></p> <p>and expenses incurred while enforcing its rights under this Agreement and to reasonable attorneys’ fees if this Agreement is referred to an attorney who is not a salaried employee of GP for collection or enforcement. After proper notice has been given as required by law, GP may immediately cancel the Policies and collect any unearned premiums or other amounts payable under said Policies. Unearned premiums shall be payable to GP only.</p> <p><b>10. RIGHT OF OFFSET.</b> GP may offset and deduct from any amounts GP owes to Insured with respect to any Policies financed hereunder, any amounts which Insured owes to GP under this or any other agreement to the extent permitted by applicable law.</p> <p><b>11. FINANCE CHARGE.</b> The Finance Charge includes interest and may include a nonrefundable service fee in the maximum amount permitted by applicable law. The Finance Charge is computed using a 365-day year.</p> <p><b>12. ADDITIONAL PREMIUMS.</b> Insured agrees to promptly pay to the insurer any additional premiums due on the Policies.</p> <p><b>13. AGENT OR BROKER.</b> The Agent is not the agent of GP and the Agent cannot bind GP in any way. GP is not the Agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that it has chosen to do business with the Agent and the insurance companies issuing the Policies, and that the insolvency, fraud, defalcation or other action or failure to act by any of them shall not relieve or diminish Insured’s obligationsto GP hereunder.</p> <p><b>14. CORRECTIONS.</b> Except if prohibited by applicable law, GP may insert the name of the insurer, policy numbers and first installment due date if omitted and if not known at the time of signature by or for Insured.</p> <p><b>15. EFFECTIVE DATE.</b> This Agreement shall have no force or effect until accepted in writing by GP.</p> <p><b>16. LIABILITY.</b> Neither GP nor its assignee shall be liable for any loss or damage to the Insured by reason of failure of any insurance company to issue or maintain in force any of the Policies or by reason of the exercise by GP or its assignee of the rights conferred herein, including but not limited to GP’s exercise of the right of cancellation, except in the event of willful or intentional misconduct by GP.</p> <p><b>17. GOVERNING LAW.</b> This Agreement is governed by and interpreted under the laws of the state where GP accepts this agreement. If any court finds any part of this agreement to be invalid, such finding shall not affect the remainder of the agreement.</p> <p><b>18. MISCELLANEOUS.</b> All rights and remedies in this Agreement are cumulative and not exclusive. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be in full force and effect. This Agreement constitutes the entire Agreement between GP and Insured and may not be modified except as agreed upon in writing. GP’s acceptance of late or partial payments shall not be deemed a waiver by GP of any provisions of this Agreement, and GP is entitled to require Insured to strictly comply with the terms hereof.</p> <p><b>19. CALIFORNIA RESIDENTS.</b> For information contact the Department of Corporations, State of California. Insured agrees that, in accordance with Section 18608 of the California Financial Code, GP’s liability to Insured upon the exercise of GP’s authority to cancel the Policies shall be limited to the amount of the principal balance of this loan, except in the event of GP’s willful failure to mail the notice of cancellation required under California law.</p> <p><b>20. NEW YORK RESIDENTS.</b> No charges imposed for obtaining and servicing the financed policies, pursuant to Section 2119 (formerly 129) of the New York Insurance Laws, are financed hereunder unless specified in the Schedule of Policies.</p> <p><b>21. AGENT COMPENSATION.</b> The insurance Agent has included and will be paid from the finance charge a producer’s fee for preparation and submission of this premium finance agreement of <u>25.00</u>.</p> <p><b>22. Additional Insured.</b> There is nothing in any Policy that would require GP to notify or get the consent of any third party to effect cancellation of such Policy.</p>
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**AGENT REPRESENTS AND WARRANTS TO GP, ITS SUCCESSORS AND ASSIGNS THAT:**

**1. PAYMENT.** The Agent agrees to promptly remit all funds received from the Insured to GP.

**2. SIGNATURES GENUINE.** The Insured’s signature on both pages of this Agreement is genuine.

**3. AUTHORIZATION BY INSURED.** If this Agreement has been signed by the Agent on behalf of the Insured, the Agent has the authority to act in this capacity and the Insured has authorized this transaction. The Agent has given the Insured a complete copy of this Agreement.

**4. AUTHORITY OF AGENT.** For the policies listed on the Schedule of Policies, the Agent signing this Agreement is either the authorized policy-issuing agent of the issuing insurance company(ies) or the broker placing the coverage directly with the issuing insurance company(ies), except as indicated on the Schedule of Policies.

**5. NOT AGENT OF GP.** Agent is not an agent of GP and is not authorized to bind GP and has not made any representation to the contrary.

**6. RECOGNITION OF ASSIGNMENT.** The Agent recognizes the security interest granted in this Agreement, whereby the Insured assigns to GP all unearned premiums, dividends and certain loss payments. Upon cancellation of any of the Policies, the Agent agrees to pay GP all unearned commissions and unearned premiums upon receipt. If such funds are not remitted to GP within ten (10) days of receipt by the Agent, the Agent agrees to pay GP interest on such funds at the maximum rate permitted under applicable law, and a \$45 processing fee. Agent shall not deduct any amounts which Insured owes to Agent from any amounts owing to GP hereunder.

**7. THE DOWN PAYMENT.** The down payment due from the insured, which the Agent has agreed to collect, has been collected by Agent from the Insured. Agent agrees to forward the down payment collected from the Insured to the Insurance Company. For Texas Windstorm policies. Agent agrees to remit all funds received from GP to TWIA along with the down payment collected from Insured.

**8. THE POLICIES:** (a) are all cancelable by standard short-rate or pro-rata tables; (b) are not auditor reporting form policies or policies subject to retrospective rating, unless so indicated on the Schedule of Policies in this Agreement, and if so indicated, the deposit premiums are not less than the anticipated premiums to be earned for the full term of the Policies; (c) upon cancellation by the Insured or GP, do not require advance notice of cancellation to any party, other than any notice required to be given by GP; (d) the Policies are in full force and effect and the premiums indicated are correct for the term of the Policies; (e) have not been financed on an installment payment plan provided by the insurance company(ies); (f) are all cancelable policies; (g) are written for a term of at least one year; (h) are not for personal, family or household purposes; (i) have no exceptions other than those indicated and comply with GP’s eligibility requirements; and (j) all information in this Agreement pertaining to the Policies is complete and correct.

**9. THE INSURED:** (a) has not paid for the Policies other than as described in this Agreement; (b) has received a copy of this Agreement; (c) a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the Insured, or if the Insured is the subject of such a proceeding, it is noted on the Agreement in the space in which the Insured’s name and address is placed; and (d) all information in this Agreement pertaining to the Insured is complete and correct.

**10. AGENT:** Agent shall be liable to GP for any losses, costs, damages or other expenses (including reasonable attorneys’ fees, court costs and collection costs) incurred by GP or its assignee as a result of or in connection with any untrue or misleading representation or warranty made by Agent hereunder, or otherwise arising out of the breach by Agent of this Agreement. Additionally, Agent agrees to indemnify GP for any and all losses GP incurs as a result of any error committed by the Agent in completing or failing to complete any portion of this Agreement. Agent shall promptly notify GP of any unpaid increased premiums for the Policies. This Agreement is valid and enforceable and there are no defenses to it. Agent acknowledges and agrees to the terms and conditions of GP’s Underwriting Guidelines for Premium Financing.

(Signature of Agent)(Title)

(Signature of Insured)(Title)