

Memorandum Of Commercial Insurance And Subscription Agreement

**Prepared
For:** Dave Resendez
APOLLO TOWING SERVICE
6342 Harwick Dr,
Corpus Christi, TX 78417

**Presented
By:** George Cooley
,

DISCLAIMER - THE ABBREVIATED OUTLINES OF COVERAGES USED THROUGHOUT THIS PROPOSAL ARE NOT INTENDED TO EXPRESS ANY LEGAL OPINION AS TO THE NATURE OF COVERAGE. PLEASE READ YOUR POLICY FOR SPECIFIC DETAILS OF COVERAGES.

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Memorandum of Commercial Insurance and Subscription Agreement

This is a Memorandum of Insurance and a Subscription Agreement. Your signature at the end of this document is required. If our records do not show that you have provided us with a signed copy of this document, we reserve the right to terminate your coverage. Please keep a copy for your record.

Truck Insurance Exchange

Policy Number: 989340926

Rates quoted reflect the rates in effect as of the date of this application and are subject to revision. The company reserves the right to accept, reject or modify this application after investigation, review of the application and review of all other underwriting information. The undersigned represents and warrants that he/she has applied for the insurance coverage(s) as set forth above, pursuant to an application entered into the insured's computer records, and hereby confirms that he/she supplied information so entered and warrants and represents that all such information is true and correct. With your permission, we may use your credit history to run an "insurance score" for the purpose of underwriting or rating your policy. An insurance score is a number or rating derived from an algorithm, computer application, model or other process that is based wholly or in part on credit information. We use an insurance score to predict an individual applicant's or customer's future insurance loss exposure.

Applicable only to states with the privacy act: I have received a copy of the investigation practices and protection of your privacy form, which advises me of my rights concerning the investigative practices of the member companies and exchanges of the Farmers Insurance Group of Companies.

The property limits are only estimated values based upon the information provided to us by you and third parties. You are responsible for determining the appropriate Building and/or Business Personal Property coverage limits. Please also note that this estimate does not replace or supersede any term or condition of your policy and does not replace any required current professional appraisals or use of other estimating methods.

FRAUD WARNING STATEMENTS

All States (other than AL, AR, AZ, CO, KS, NM, OK, TN, VA, VT and WA) - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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 that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

AL, AR, AZ and NM - Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefits or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

Colorado - 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.

Oklahoma - 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.

Kansas - Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy, 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.

Tennessee, Virginia and Washington - It is 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 or denial of insurance benefits.

Additional Fee Information

The following additional fees apply on an account, not a per-policy, basis.

- * A **service fee** will be assessed on every installment invoice and will be included in the minimum amount due. However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. In addition, accounts fully enrolled in online billing and scheduled for recurring Electronic Funds Transfer (EFT) payments the fee will be waived in all states except Connecticut and Georgia.

State	Installment Fee
All states except Alaska, Florida, New Jersey and West Virginia	\$6.00
Alaska	Not applicable
Florida	\$3.00
New Jersey	\$7.00
West Virginia	\$5.00

- * A **returned payment** fee applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. **NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.**

State	NSF Fee
All states except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia and West Virginia	\$30.00
North Dakota and Oklahoma	\$25.00
Nebraska and Indiana	\$20.00
Florida and West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey and Virginia	Not applicable

- * A **late fee** will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
All states except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, South Carolina, Virginia, and West Virginia	\$20.00
Maryland, Nebraska, Rhode Island and South Carolina	\$10.00
Alaska, Florida, Missouri, New Jersey, Virginia and West Virginia	Not applicable

The following applies on a per-policy basis.

- * A **reinstatement fee** of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the cancellation date. ***This fee does not apply to Florida, Indiana & Maryland or to Workers Compensation policies.***

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

Subscription Agreement Notice

Insured APOLLO TOWING SERVICE

Effective Date 09/26/2015

Policy Number 989340926

Agent Number 19-25-339

Truck Insurance Exchange is a reciprocal or interinsurance exchange insurance company. This form of insurance company is owned by its members (also called subscribers), and the members appoint a third party, called the Attorney-in-Fact, to conduct certain administrative services for the company.

To become a member of the Exchange, please sign the Subscription Agreement printed below. Under the Subscription Agreement, you will be appointing Truck Underwriters Association to act as the Attorney-in-Fact. The Association has acted in this capacity since 1928. The Subscription Agreement provides for payment of compensation to the Association for its becoming and acting as Attorney-in-Fact. This compensation consists of a membership fee and a percentage of premiums on all policies of insurance or reinsurance issued or effected by the Exchange. These fees are included in your policy payment and are not an additional fee.

If our records do not show that you have provided us with a signed copy of this document, we reserve the right to terminate your coverage.

Subscription Agreement

For and in consideration of the benefits to be derived there from the subscriber covenants and agrees with Truck Insurance Exchange and other subscribers thereto through their and each of their attorney-in-fact, the Truck Underwriters Association, to exchange with all other subscribers' policies of insurance or reinsurance containing such terms and conditions therein as may be specified by said attorney-in-fact and approved by the Board of Governors or its Executive Committee for any loss insured against, and subscriber hereby designates, constitutes and appoints Farmers Underwriters Association to be attorney-in-fact for subscriber, granting to it power to substitute another in its place, and in subscriber's name, place and stead to do all things which the subscriber or subscribers might or could do severally or jointly with reference to all policies issued, including cancellation thereof, collection and receipt of all monies due the Exchange from whatever source and disbursement of all loss and expense payments, effect reinsurance and all other acts incidental to the management of the Exchange and the business of interinsurance; subscriber further agrees that there shall be paid to said Association, as compensation for its becoming and acting as attorney-in-fact, the membership fees and twenty per centum of the Premium Deposit for the insurance provided and twenty per centum of the premiums required for continuance thereof.

The remaining portion of the Premium Deposit and of additional term payments made by or on behalf of the subscriber shall be applied to the payment of losses and expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by a Board of Governors duly elected by and from subscribers in accordance with provisions of policies issued, which Board or its Executive Committee or an agent or agency appointed by written authority of said Executive Committee shall have full powers to negotiate purchases, sales, trades, exchanges, and transfers of investments, properties, titles and securities, together with full powers to execute all necessary instruments. The expenses above referred to shall include all taxes, license fees, attorneys' fees and adjustment expenses and charges, expenses of members' and governors' meetings, agents' commissions, and such other specified fees, dues and expenses as may be authorized by the Board of Governors. All other expenses incurred in connection with the conduct of the Exchange and such of the above expenses as shall from time to time be agreed upon by and between the Association and the Board of Governors or its Executive Committee shall be borne by the Association.

The principal office of the Exchange and its attorney-in-fact shall be maintained in the City of Los Angeles, County of Los Angeles, State of California.

This agreement can be signed upon any number of counterparts with the same effect as if the signatures of all subscribers were upon one and the same instrument, and shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of the Exchange, the subscriber hereto, and all other subscribers to this or any other like agreement. Any policy issued hereon shall be non-assessable.

On behalf of the named insured herein, I have read the above Memorandum of Insurance and Subscription Agreement. I agree that the Memorandum of Insurance accurately summarizes the insurance for which the named insured has applied and on behalf of named insured, I agree to the terms and conditions of the insurance as described in the Memorandum of Insurance. The named insured herein also agrees to be bound to all of the terms and conditions of the Subscription Agreement.

NEW YORK FRAUD WARNING STATEMENT - Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

Subscribed to this ____ day of ____, 2____, a.m./p.m. X

Signature (If applicant is a minor, parent or guardian must also sign)

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Subscribed to this ____ day of ____, 2____, a.m./p.m. X

Signature (If applicant is a minor, parent or guardian must also sign)