

Pascal Burke Insurance Brokerage Inc.

email: insure@pbibinc.com

Pascal Burke 2102 Business Center Drive Suite 280 Irvine, CA 92612 (877) 893-7629



General Liability Application ID: 3106444

Date Insured Information

Ruiz Roofing Corporation Alejandro Ruiz

20550 East Holt Avenue, Covina, CA 91724

(626) 533-8848

email: gracololito@hotmail.com

Quote Information

General Liability

Third Coast Insurance Company

Manuscript Occurrence

Desired Coverage Dates: 03/21/2024 - 03/21/2025

APPLICANT INFORMATION

Mailing Address: 20550 East Holt Avenue, Covina, CA 91724

Fax: N/A

03/22/2024

FEIN: XX-XXX3029

Entity of Company: **Corporation**Contractor's License Number: **1076100**Contractor's License Type: **Roofing Contractor**

Years in Business: 3

Years of experience in the Trades for which you are applying for insurance: 9

States in which you do business that for which you are currently applying for insurance: California

Will any of your work be performed in the 5 boroughs: No

List any other business names which you have used in the past or are currently using in addition to that for which you're currently

applying for insurance:

Payment Option Details: Agile Premium Finance

GENERAL LIABILITY COVERAGES

Aggregate:	\$2,000,000
Occurrence:	\$1,000,000
Products/Completed Operations:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
Fire Legal:	\$50,000
Med Pay:	\$5,000
Self-Insured Retention:	\$2,500

CLASS CODE GROSS RECEIPTS

Roofing (Repair Residential) \$225,000 Roofing (Repair Commercial) \$25,000







CURRENT EXPOSURES

Estimated Total Gross Receipts: \$250,000
Estimated Sub Contracting Costs: \$0
Estimated Material Costs: \$0
Estimated Total Payroll: 90k-110k

Number of Field Employees*: Owner + 2

* For purposes of this application, "Employee" is defined as an individual working for you (the applicant), which receives a W-2 tax form or you withhold & pay employment related taxes for that individual.

WORK PERFORMED

Complete Descriptions of operations that for which you are currently applying for insurance:

The process of repairing or remodeling a roof on an existing structure.

Percentage of Residential work performed: 90%
Percentage of Commercial work performed: 10%
Percentage of New (Ground Up) work performed: 0%

Percentage of Remodel/Service/Repair work performed: 100%

Maximum # of Interior Stories: 0
Maximum # of Exterior Stories: 2

Maximum Exterior Depth Below Grade in Feet: 0

Describe the largest project you have performed in the last 5 years: Residential repairs on tile roofs, shingle roofs, and flat roofs

What were the gross receipts of your largest project in the last 5 years: **\$15,000** What were your gross receipts for the 12 months prior to this application: **\$250,000**

How many projects did you perform during the previous 12 months: 20

Will you perform OCIP (Wrap-up) work: Yes No

If "Yes", what are the estimated receipts for work covered separately under OCIP/Wrap-up:

Estimated Receipts for non-Wrap/OCIP: Number of losses in the last 5 years: **0**

WORK EXPERIENCE

Will you or do you perform or subcontract any work involving the following: blasting operations, hazardous waste, asbestos, mold, PCB's, medical facilities (including new construction), hospitals (including new construction), care facilities (including new construction), churches or other house of worship, museums, historic buildings, oil fields, dams/levees, bridges, quarries, airports, railroads, earthquake retrofitting, schools/playgrounds/recreational facilities (including new construction), fuel tanks, pipelines, or foundation repair.

If "Yes", please explain:

Will you perform structural work?

<u>Yes</u>

Yes

<u>No</u>

No

No

Will you perform work in new tract home developments of 25 or more units?

Yes

If "Yes", please explain:

Will any of your work involve the construction of or be for new condominiums/townhouses/multi-unit residences?:

Yes <u>No</u>

Will you perform repair only for individual unit owners of condominiums/townhouses/multi-unit residences?:

Yes <u>No</u>

3106444



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Page 2 of 6 Doc ID: 54b4dce89225a591ba54a2fec682bed07c827778



WORK EXPERIENCE - CONT.

Will you perform or subcontract any roofing operations, work on the roof or deck work on roofs? Yes No If "Yes", please explain: Performs roofing operations as indicated by class code selection. Does your company perform any waterproofing? Yes <u>No</u> If "Yes", please explain: Do you use motorized or heavy equipment in any of your operations? Yes <u>No</u> If "Yes", please explain: Will you perform work (new/remodel) on single family residences, in which the dwelling exceeds 5,000 Yes No square feet? If "Yes", please explain: What percentage of your work will be on homes over 5,000 square feet: Will you perform work on commercial buildings over 20,000 square feet? Yes No If "Yes", please explain: What percentage of your work will be on commercial buildings over 20,000 square feet: Has any licensing authority taken any action against you, your company or any affiliates? Yes No If "Yes", please explain: Have you allowed or will you allow your license to be used by any other contractor? Yes <u>No</u> If "Yes", please explain: Has the applicant or business owner ever had any judgements or liens filed against them or filed for Yes <u>No</u> bankruptcy? If "Yes", please explain: Has any lawsuit ever been filed or any claim otherwise been made against your company (including Yes No any partnership or any joint venture of which you have been a member of, any of your company's predecessors, or any person, company or entities on whose behalf your company has assumed liability)? (For the purposes of this application, a claim means a receipt of a demand for money, services or arbitration.) If "Yes", please explain: Is your company aware of any facts, circumstances, incidents, situations, damages or accidents Yes <u>No</u> (including but not limited to: faulty or defective workmanship, product failure, construction dispute,

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? (For the purposes of this application, a claim means a receipt of a demand for money, services or arbitration.)

If "Yes", please explain:







WRITTEN CONTRACT

Do you have a written contract for all work you perform? If "Yes", answer the following questions:	<u>Yes</u>	No
Does the contract identify a start date for the work? If "No", please explain:	<u>Yes</u>	No
Does the contract identify a precise scope of work? If "No", please explain:	<u>Yes</u>	No
Does the contract identify all subcontracted trades (if any)? If "No", please explain:	<u>Yes</u>	No
Does the contract provide a set price? If "No", please explain:	<u>Yes</u>	No
Is the contract signed by all parties to the contract? If "No", please explain:	<u>Yes</u>	No
Do you subcontract work? If "Yes", answer the following questions:	Yes	<u>No</u>
Do you always collect certificates of insurance from subcontractors? If "No", please explain: I do not use subcontractors.	Yes	<u>No</u>
Do you require subcontractors to have insurance limits equal to your own? If "No", please explain: I do not use subcontractors.	Yes	<u>No</u>
Do you always require subcontractors to name you as additional insured? If "No", please explain: I do not use subcontractors.	Yes	<u>No</u>
Do you have a standard formal agreement with subcontractors? If "No", please explain: I do not use subcontractors.	Yes	<u>No</u>
If "Yes", does it have a hold harmless/indemnification agreement in your favor? If "No", please explain:		<u>N/A</u>
Do you require subcontractors to carry Worker's Compensation? If "No", please explain: I do not use subcontractors.	Yes	<u>No</u>

POLICY ENDORSEMENTS

Deletion of Roofing Operations Exclusion Blanket AI + PW + WOS Amendment of Exclusion For Open Structure Water Damage Amendment of Exclusion For Heating Devices







NOTICE

This is a quotation only. No coverage is in effect until an application is approved and policy binder is received. This policy is issued by your insurance company. Nothing is bound until final underwriting approval. Your insurance company may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds may not available. Therefore please consult with your insurance agent for further information.

POLICY EXCLUSIONS

Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability. Expected or Intended Injury; Action Over; Worker's Compensation and Similar Laws; Aircraft, Auto or Watercraft; Mobile Equipment; Drywall Manufactured in China: Exterior Insulation and Finish Systems ("EIFS"): Assault and Battery: Professional Services: Damage to Property; Damage to Your Product; Damage to Your Work; Damage to Impaired Property or Property Not Physically Injured; Recall of Products; Work or Impaired Property; Personal and Advertising Injury; Subsidence, Movement, or Vibration of Land; School or Recreational Facility; Deleterious Substances; Open Structure "Water" Damage: Heating Devices: Explosives: Communicable Disease: Abuse or Molestation: Prior Work and Prior Products: Wrap Up. Common Policy Exclusions: Past Work or Construction Projects; Buildings and Structures Exceeding Three Stories; Water or Fire Damage Liability; Hospital, Medical or Care Facilities; Physical or Mental Disability or Impairment; Material Misrepresentation; Overspray; House/Structure Raising; Fall from Heights; Animals; Independent Contractors/Subcontractors Sublimit; Airports; House of Worship; Underground Utility Location; Fire Suppression Systems; Collapse; Injury or Damage to Day Laborers; Undisclosed Waterproofing Operations; Abandoned Work; Urethane or Spray Roofing; Museums and Historic Buildings and Structures; Tract Home Project. Coverage B -Personal and Advertising Injury: Knowing Violation of Rights of Another; Material Published with Knowledge of Falsity; Material Published Prior to Policy Period; Insureds in Media and Internet Type Business; Electronic Chat Rooms, Bulletin Boards, or Social Media; Unauthorized Use of Another's Name or Product; "Bodily Injury" and "Property Damage"; Quality or Performance of Goods - Failure to Conform to Statements; Wrong Description of Prices; Infringement of Copyright, Patent, Trademark or Trade Secret; Expected or Intended Injury or Damage; Common Policy Exclusions. Coverage C - Medical Payments: Any Insured; Hired Person; Injury on Normally Occupied Premises; Workers Compensation and Similar Laws; Athletic Activities; Products-Completed Operations Hazard, Coverage A and B Exclusions. Section II. Common Policy Exclusions Breach of Contract/Contractual Liability; Employer's Liability; Pollution; Residential Project/Structure Size Restriction Exclusion; Commercial or Mixed Use Building/Project Size Restriction Exclusion; Multi-Unit Structures; War or Terrorism; Employment Practices; Cross Suits; Fraudulent, Intentional, or Criminal Acts; Unlicensed Contractors; Non-Compliance with Safety Regulations; Prior Litigation; Prior Knowledge; Ongoing Operations; Unsolicited Communications; Punitive Damages, Fines or Penalties; Attorney, Expert, and Vendor Fees and Costs of Others; Classification Limitation Exclusion; Social and Entertainment Activities and Events; Force Majeure or Acts of God; Liquor Liability; State Specific Operations; Electronic Data; Mental Injury; Roofing Operations; Louisiana Operations; Slip and Fall, Underground Horizontal Drilling, Cyber.

Please refer to the policy for a complete list of exclusions. This list is subject to change and may differ from prior policy years.

 st I have read and understand the policy exclusions identified above. Initial $_$









APPLICATION AGREEMENT

The purpose of this application is to assist in the underwriting process information contained herein is specifically relied upon in determination of insurability. The no loss letter shall be the basis of any insurance that may be issued and will be a part of such policy. The undersigned, therefore, warrants that the information contained herein is true and accurate to the best of his/her knowledge, information and belief.

The undersigned 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. The undersigned Applicant warrants that the representations and information supplied in each of the above sections entitled Applicant Information, Entity of Company, Additional Business Names, Description of Operations, Estimated Exposures, Previous Exposures, Work Experience and related information are specifically relied upon in the determination of insurability, are material to the risk to be insured, and will be a part of any policy issued. The undersigned Applicant understands that any misrepresentation or omission of any information in any part of this Application shall constitute grounds for immediate cancellation of coverage and denial of claims, if any. It is further understood that the applicant and or affiliated company is under a continuing obligation to immediately notify his/her underwriter through his/her broker of any material alteration of the information given. The Applicant agrees to notify the Company of any material changes in the answers to the questions on this Application which may arise prior to the effective date of any policy issued pursuant to this Application. The Applicant understands that any outstanding quotations may be modified or withdrawn based upon such changes at the sole discretion of the Company.

Notwithstanding any of the foregoing, the Applicant understands the Company is not obligated nor under any duty to issue a policy of insurance based upon this Application. 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 on this application will result in the nullification of such policy. Furthermore, the Applicant authorizes the Company, as administrative and servicing manager, to make any investigation and inquiry in connection with the Application as it may deem necessary.

For your protection, this information is provided as required by applicable State and Federal law. Any person who knowingly presents false, fraudulent, misleading, incomplete or misleading facts or information or aids, abets, solicits, or conspires with any person to do so, for the purpose of obtaining insurance coverage, amending insurance coverage, seeking insurance benefits or to make a claim for the payment of a loss, is unlawful and is quilty of a crime and

may be subject to fines and confinement in state or federal prison.
Initial
The applicant acknowledges that explanation of the terms, conditions and provisions of the policy of insurance, including but not limited to coverage being afforded, amendments, endorsements, exclusions and any other such information effecting the policy of insurance are provided solely by the applicant's agent, broker or producer and NOT the Company. The coverage type, nature, amounts and insurance needs of the applicant are the sole responsibility of the applicant and its agent/ broker or producer. The applicant understands the agent/ broker or producer has no authority to act on behalf of the insurance company. Initial
Applicant acknowledges that this policy is subject to a self-insured retention. The total limit of liability as stated in the policy declarations shall apply in excess of the self-insured retention. The limits of insurance applicable to such coverages will not be reduced by the amount of such self-insured retention. This policy applies only to the amount excess of the self-insured retention. Complete satisfaction of the SIR by the applicant is a "condition precedent" to Company's duty to defend and/or indemnity. Please note that Company is not obligated to defend and/or indemnify the applicant until the SIR is paid in full The self-insured retention shall remain applicable even if you file for bankruptcy, discontinues business or otherwise becomes unable to unwilling to pay the self-insured retention. The risk of insolvency is retained by you and is not transferrable. Please consult your policy for the full terms and conditions of the SIR.
If you are applying for a "claims made" policy then please note that policy provides coverage only for "claims made" and reported to the company in writing during the policy period. Thus there is NO retroactive coverage. Please consult your policy and or agent/broker for further information. Initial
The coverage provided by your policy may also be subject to other limitations including, but not limited to, sublimits of liability and/or, per- project shared aggregate limits of liability. In addition, defense costs and claim expenses are included within the applicable limits of liability. This means that the limits of liability available to pay indemnity, settlements, judgments and "claim expenses" will be reduced, and may be exhausted, by payment of "claim expenses"

red of including payment of any defense fees and costs. Please consult your policy and or agent/broker for further information.

Initial

Applicants must strictly comply with all applicable state and/or other governmental licensing requirements and regulations. Should an applicant's license become suspended, revoked or inactive at any time during the policy period, then NO coverage will be afforded under the policy.

Initial

* Deposit Premium & Fees are fully earned.

We will compute all premiums for this policy in accordance with our rules and rates. Premium shown in this policy as advance premium is a deposit premium only and is based upon the information provided by the applicant and or its agent. This information is subject to audit.

Please note that issuance of the policy includes membership in Preferred Contractors Association (PCA). For a complete list of benefits and information, visit the website at www.pcamembers.com

	04 / 17 / 2024
Signature of Applicant	Date
President	

President

Title (Owner, Officer, Partner)



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3106444



THIRD COAST INSURANCE COMPANY

BUYBACK ACKNOWLEDGEMENT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIRD COAST INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

AMENDMENT OF EXCLUSION FOR OPEN STRUCTURE WATER DAMAGE

SUBJECT TO \$50,000 SUBLIMIT

As of the date and time listed below, in consideration of additional premium it is acknowledged and agreed that the **Open Structure "Water" Damage Exclusion (Section I – Coverage A - 2. Exclusions, "s")** which reads as follows:

s. Open Structure "Water" Damage

Any claim for "bodily injury" or "property damage" to any building or structure or to any property within such building or structure that arises out of, results from, is caused by, contributed to, alleged to be, or in any way related to, in whole or in part, "water", any liquid, rain, hail, sleet or snow entering such building or structure from any area of the structure where the exterior or interior waterproof protective covering has been removed for any reason, in whole or in part, regardless of the manner of removal, or has not been installed or has been installed incompletely or installed or secured inadequately or improperly. This exclusion applies even when a temporary covering has been utilized but failed, whether the installation of such temporary covering was, or was not, done properly.

Is hereby amended by adding the following provision thereto:

Notwithstanding the foregoing, this policy will extend coverage for liability for "bodily injury" or "property damage" within the above-cited exclusion, but such coverage (including indemnity and defense fees and costs) shall be subject to a maximum per-occurrence and maximum aggregate limit of \$50,000.

To be clear, the \$50,000 maximum limit identified above includes any and all "claim expenses" as that term is defined in the policy.

Member/Insured:	Ruiz Roofing Corporation		
Member/Insured Signature:			Date: 04 / 17 / 2024
Printed Name/Title:	Alejandro Ruiz	President	
		TTCSIGCTIC	







THIRD COAST INSURANCE COMPANY

BUYBACK ACKNOWLEDGEMENT FORM

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THIRD COAST INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 and amendments thereto (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act 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.

In accordance with the Act we are required to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program as an act of terrorism. The policy's other provisions will still apply to such an act. This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

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 which might affect your coverage, such as an exclusion for nuclear events. **Under the formula, the United States government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

You Should Also Know That the Terrorism Risk Insurance Act, As Amended, Contains A \$100 Billion Cap That Limits U.S. Government Reimbursement As Well As Insurers' Liability For Losses Resulting From Certified Acts Of Terrorism When The Amount Of Such Losses In Any One Calendar Year Exceeds \$100 Billion. If The Aggregate Insured Losses For All Insurers Exceed \$100 Billion, Your Coverage May Be Reduced.







THIRD COAST INSURANCE COMPANY

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$763.68

Premium charged is for the policy period up to your policy expiration.

(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Member/Insured: Ruiz Roofing Corporation

Member/Insured Signature: Date: 04 / 17 / 2024

Printed Name/Title: Alejandro Ruiz President





3106444



THIRD COAST INSURANCE COMPANY

BUYBACK ACKNOWLEDGEMENT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIRD COAST INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

AMENDMENT OF EXCLUSION FOR HEATING DEVICES

SUBJECT TO \$50,000 SUBLIMIT AND CONDITION PRECEDENT

As of the date and time listed below, in consideration of additional premium it is acknowledged and agreed that the **Heating Devices Exclusion** (Section I – Coverage A - 2. Exclusions, "s") which reads as follows:

s. Heating Devices

"Bodily injury" or "property damage" arising out of, resulting from, caused by, contributed to, alleged to be, or in any way related to, in whole or in part, to the use of any "fire or heating devices" by or on behalf of any insured. The term "fire or heating devices" includes but is not limited to a heat wand, welding equipment, open flame devices, torches, heaters, or any type of heat application, or any other equipment that generates heat or sparks in the normal course of its operation.

Is hereby amended by adding the following provision thereto:

Notwithstanding the foregoing, this policy will extend coverage for liability for "bodily injury", "property damage", or "personal and advertising injury", within the above-cited exclusion, but such coverage (including indemnity and defense fees and costs) shall be subject to a maximum per-occurrence and maximum aggregate limit of \$50,000.

To be clear, the \$50,000 maximum limit identified above includes any and all "claim expenses" as that term is defined in the policy.

Additionally, it shall be a **condition precedent** of any coverage under this policy, including defense and indemnity, that the insured adhere to each and every of the following precautions and requirements on each occasion where the insured or persons acting on behalf of the insured are operating any type of "fire or heating device" or other equipment which generates heat or sparks in the normal course of its operation away from their own premises:

- 1. The immediate area in which the operation is to be carried out must be segregated by the use of screens made of metal and/or fire retardant material;
- 2. The whole of this segregated area must be adequately cleaned and freed from all combustible material before operations commence;
- 3. Combustible floors or substances in or surrounding the segregated area must be liberally and extensively covered with sand or protected by overlapping sheets of incombustible material;
- 4. In circumstances in which work is being carried out in an enclosed area, an additional "employee" of the Insured or an employee of the occupier of the premises in question shall be present at all times to guard against an outbreak of fire;
- 5. No work shall be carried out unless specifically authorized by such occupier who must also be asked to approve (prior to work commencing) the safety arrangements put in place;
- 6. "Heating device" that are switched on or lit shall not be left unattended at any time;
- 7. The insured must keep suitable fire extinguishers available at all times for immediate use at or near the scene of operations, and in no event more than thirty (30) feet from such operations;
- 8. No welding, cutting, or heating shall be done where the application of flammable paints or the presence of other flammable compounds, or heavy dust concentrations creates a hazard; and
- 9. The Insured or "employee" of the insured must remain at the location where welding, cutting, or heating application is performed for a minimum of 1 hour after all heating device operations have ceased.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.



Page 1 of 1

_{Date:} 04 / 17 / 2024

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IMPORTANT NOTICE:

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state web map.htm.
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

- 7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that listat the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.
- 8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

Date:	04 / 17 / 2024	
Insured	d:	





Ruiz Roofing Corporation

20550 East Holt Avenue, Covina, CA 91724 (626) 533-8848 email: gracololito@hotmail.com

Quote ID: 3106444



During the last Five (5) years, we warrant that with respect to the insurance being applied for:

- 1. I/ we have not sustained a loss
- 2. Have not had a claim made against us
- 3. Have not been denied coverage or had coverage canceled by an insurance company
- 4. Have no knowledge or a reason to anticipate a claims or loss.

If my business is less than five (5) years old, the above referenced warranty applies to work performed through all my prior business entities whether as an owner or an employee. The undersigned Applicant understands and agrees that all of the statements, information and responses provided in the Application for this policy are material to the risk sought to be insured, and that the entirety of the information provided in the Application forms a basis for the insurer to provide the requested insurance, and that said insurance is provided in reliance on such material representations.

The undersigned Applicant further authorizes the Insurer or its representative to obtain directly or on Applicant's behalf, any and all loss runs or other such information identifying any claim, action or loss against the undersigned Applicant or the denial of coverage or cancelation of insurance. This authorization shall also include and encompass any prior business entity as provided above. The Insurer or its representative may contact the undersigned Applicant's Insurance Brokers, Agents, Insurers, Attorneys or other such individuals for this information and its release.

I understand that this warranty and authorization for release of information as provided above will be incorporated into the insurance contract.

Ruiz Roofing Corporation	04 / 17 / 2024		
Company/ Member	Date		
	President		
Signature of Partner, Officer, Principal or Owner	Title		

Warranty: The purpose of this no loss letter is to assist in the underwriting process information contained herein is specifically relied upon in determination of insurability. The undersigned, therefore, warrants that the information contained herein is true and accurate to the best of his/her knowledge, information and belief. This no loss letter shall be the basis of any insurance that may be issued and will be a part of such policy. It is understood that any misrepresentation or omission shall constitute grounds for immediate cancellation of coverage and denial of claims, if any. It is further understood that the applicant and or affiliated company is under a continuing obligation to immediately notify his/her underwriter through his/her broker of any material alteration of the information given.





COMMERCIAL INSURANCE PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT



PO Box 181668 Fairfield, OH 45018 Phone: 619-391-1851

Email: accountservices@agile-pf.com Website/Online Payments: www.agile-pf.com Quote # 4289286.1

Borrower (Insured): Name a	and Address as stated in Policy	Agency	
Ruiz Roofing Corporation		Pascal Burke Insurance Brokerage Inc.	
20550 East Holt Avenue		2102 Business Center Drive Suite 280	
Covina, CA 91724		Irvine, CA 92612	
626-533-8848	Taxpayer ID #: XXXXXX3029	(877) 893-7629 Agency ID: SI	3-2253

Schedule of Policies

Coverage Type	Policy Number	Effective Date	Policy Term	Policy Subject to Audit	MEP	Days to Cancel	Rate	Premi	um	Insurance Company Managing General Agency
Gen Liab	TBD App#3106444	3/21/2024	12		15%	10		Premium: Taxes/Stamp:		Third Coast Insurance Company SIS Integrated Specialty Coverages 1811 Aston Ave Suite 200 Carlsbad, CA
								Fees:	\$500.00	

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

Federal Truth in Lending Disclosures

- Cucial Halling Distriction						
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
\$6,107.95	\$1,341.20	\$4,766.75	\$0.00	\$4,766.75	\$493.55	\$5,260.30
Annua The cost of interest	I Percentage F		Payment Amount	Number of Payments	Date of First Payment	Due Date of All Subsequent Payments
	21.99%		\$526.03	10	4/21/2024	21st

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, a Division of First Financial Bank (herein after referred to as "First Financial Bank") 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 181668 Fairfield, OH 45018.

Cross Collateralization: If you do not make a payment on time First Financial Bank 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 First Financial Bank.

Prepayment: I understand that if I pay the full amount due First Financial Bank 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 First Financial Bank 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 First Financial Bank 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 First Financial Bank 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 of	or Broker
President	04 / 17 / 2024		
Title	Date	Title	Date
Page 1 of 2			

INSURED NAME: Ruiz Roofing Corporation Insured agrees as follows:

- **1. Security Interest.** Insured grants and Assigns First Financial Bank 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 First Financial Bank 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 First Financial Bank 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 First Financial Bank written consent. First Financial Bank may transfer its rights to the financed premiums without insureds consent.
- **5. Agreement Accepance.** This agreement does not go into effect until First Financial Bank accepts it in writing.
- **6. Agent or Broker.** Agent or Broker is not the Agent of First Financial Bank with the exception of any action taken on behalf of First Financial Bank 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 First Financial Bank (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 First Financial Bank can demand agreement be paid in full regardless of whether unearned premium has been refunded. First Financial Bank 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 First Financial Bank 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 First Financial Bank 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 First Financial Bank 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.

QUOTE #: 4289286.1

10. Request for Insurance Reinstatement. First Financial Bank does not have any obligation to request reinstatement of any policy, even in the event payments have been made subsequent to a cancellation. If First Financial Bank does request reinstatement this does not constitute reinstatement of insureds policies and any rights First Financial Bank 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 First Financial Bank 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

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. First Financial Bank may correct any errors or omissions in this Agreement that are not prohibited by law.

15. Limitation of Liability. First Financial Bank 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 First Financial Bank.

16. Governing Law. This agreement is governed by and interpreted in accordance with the laws of the state of Ohio. Any legal action or proceeding relating to this contract shall be instituted in Hamilton County, Ohio. If any portion of this agreement is deemed to be invalid, such findings will not affect the remaining provisions of this agreement.

17. Jury Waiver. INSURED HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT 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 First Financial Bank 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. First Financial Bank 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.

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 First Financial Bank for non-payment. Unless otherwise noted in the Schedule of Policies First Financial Bank 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 First Financial Bank, the Insured is not in or preparing to file Bankruptcy, Receivership or Insolvency.
- 7. Agent will remit all funds received from First Financial Bank 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 First Financial Bank or sooner as instructed by First Financial Bank, unless delayed funding is authorized by Insurer. First Financial Bank may request a delayed funding authorization in writing from Insurer.
- 8. Agent will return any credits received from Insurer promptly and in full to First Financial Bank. Unearned Commissions shall be returned to First Financial Bank within 10-days of receipt of returned credits from Insurer.
- 9. Agent recognizes the Security Interest and Power of Attorney of First Financial Bank. Agent shall not do anything to interfere with the rights of First Financial Bank under this agreement. Agent is not an agent of First Financial Bank and is not authorized to represent First Financial Bank as such.
- 10. Agent will Hold Harmless and Indemnify First Financial Bank against any losses, costs, fees, inclusive but not limited to Attorney's Fees, Court Costs, Collection Fees, and other reasonable costs, incurred by First Financial Bank or its Assignees as a result of a violation of these Representations and Warranties or from Agent's Error or Omission

BROKER FEE, COMMISSION DISCLOSURE AND COMMUNICATIONS AGREEMENT: PLEASE READ IT CAREFULLY!

- I. It is agreed that Pascal Burke Insurance Brokerage Incorporation will be acting as your Insurance Broker for the procurement of your insurance (See the attached quotation for the insurance transacted pertaining to this agreement).
- II. You authorize PBIB to communicate the status of your insurance, or future insurance offerings to you or your company including but not limited to phone calls, text messages, email, prerecorded announcements or voicemail.
- III. A list of all Broker Fees charged can be found in your quotation labeled (Broker Fee, Placement Fee, Producers Fee), if you need assistance locating those fees within the documents, please ask your broker to clearly identify those fees.
- IV. Your insurance broker represents you, the consumer, and is entitled to charge a broker fee if he/she chooses. This fee is not set by law, and may be negotiable between you and the broker, The Fees charged are shown in your 'Quotation" and will be listed under one or all of the following names (Broker Fee, Placement Fee, Producers Fee).
- V. All Broker Fees are earned at the time of inception of the policy and are nonrefundable in the event of cancellation.
- VI. Your broker may receive commission from insurance company(ies) for placing your insurance the commission will range from 5% to 20% of the premium. (to calculate premium. This is calculated Premium Amount X .05 to .20 = Commission).
- VII. The insured agrees to convert this Commission to a Broker Fee, reducing the Policy Premium by the same amount. This Broker Fee will be treated the same as all other broker fees 100% earned at the binding of the policy, and not subject to be returned to the insured in the event of cancellation of the policy prior to full term for any reason.
- VIII. At your request we will provide you with an exact estimate of the total compensation received by your Broker including all commissions and fees.

Name of Insured:	Alejandro Ruiz	
Insureds Signature:		Date: 04 / 17 / 2024



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

COVERAGE DISCLOSURES:

• •	dges that the General Liability Quote ID #	from another
carrier ("	") was declined.	
Initial		
Various provisions in you	ur policy restricts coverage.	

POLICY EXCLUSIONS – THIS IS NOT A COMPLETE LIST OF EXCLUSIONS TO THE POLICY. PLEASE REFER TO THE POLICY FOR A COMPLETE LIST.

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

THE INSURANCE CARRIER WILL NOT PAY THE EXCLUSION LISTED BELOW: bodily injury or property damage, or personal and advertising injury arising out or, resulting from, caused by, contributed to by, alleged to be or in any way related, in whole or part to work performed. The carrier has no duty or obligation to defend the insured if there is no indemnity for which this insurance applies.

EXLCUSIONS:

Expected or intended Injury, Not primary over other policies, Action Over, Workers Compensation and Similar Laws, Disability, Aircraft, Watercraft, mobile Equipment, Drywall Manufactured in China, Exterior Insulated Finish Systems (EIFS), Assault and Battery, Professional Services, Damage to Property you own, rent or occupy, Damage to your Product, Damage toyour Work, Damage to Impaired Property or Property Not Physically Insured., Defect, or inadequacy or dangerous condition in "your product" of "your work", Delay or failure to, perform a contract or agreement in accordance with the terms, Recall of Products, Work or Impaired Property, Personal Advertising injury, Subsidence, Movement or Vibration of Land, School, Recreation Building, Playground, Sport Field, Deleterious Substances; Mold, Chromated, Copper Arsenate, Lead, Formaldehyde, Silica, Asbestos, Concrete Sulfates, Electromagnetic, Radiation, Radon Emissions, Carbon Monoxide, Epoxy, Reactive Prepolymers, Polyoxides, Glues, Sealants, Elastomeric Paints, , Open Structure Water Damage, Heating Devises; Fire, Open, Flame, Heat Applications, Hot Tar, TPO, Explosives, Communicable Diseases, Abuse, Molestation, Prior Work or Prior Products, Wrap Up or OCIP, Common Policy Exclusions, Past, work or Past Projects, Material Misrepresentations, Overspray, Hospital or Medical Care Facility,, Airports, House of Worship, Underground Utility location, Building or Structures, Exceeding 3 Stories or 36 feet in height, Residential Size exclusion on structure greater than 5,000Sq. Ft., House Structure Raising, Fall from Heights, Animals, Independent Contractors/Subcontractors Sublimit of \$50,000, Fire Suppression Systems, Collapse, Injury or Damage to Day Laborers, Undisclosed Waterproofing Operations, Abandoned Work, Urethane or Spray Roofing, Museum and Historic Building and Structures, Tract Home Projects greater than 25 units, Pool Pop up



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

COVERAGE B - PERSONAL AND ADVERTISING INJURY:

THE INSURANCE CARRIER WILL NOT PAY THE EXCLUSION LISTED BELOW: bodily injury or property damage, orpersonal and advertising injury arising out or, resulting from, caused by, contributed to by, alleged to be or in any way related, in whole or part to work performed:

EXCLUSIONS:

The carrier has no duty or obligation to defend the insured if there is no indemnity for which this insurance applies.

Knowing Violation of Right of Another, Material Published with Knowledge of Falsity, Wrong Description of Prices, Infringement of Copywrites, Patents, Trademark or Trade Secret, Expected or Intended Injury or Damage, Electronic Chat Rooms, Bulletin Boards, Social Media, Unauthorized Use of Another Name,

Quality or Performance of Goods – Failure to Conform to Statements, Breach of Contract/Contractual Liability, Pollution, Commercial or Mixed-Use Building/Project Size Restriction Exclusion structure greater than 20,000 Sq. Ft., Multi-Unit Structures, Condominiums, Townhouses, Timeshares, Cooperative Housing, Multifamily Homes, and Homeowners Association (The Multi-Unit Structure or Projects Exclusion Does not apply to work performed is limited to interior non-structural performed for on behalf or individual unit owner), War or Terrorism, Employment Practices, Cross Suits, Fraudulent, Intentional or, Criminal Acts, Unlicensed Contractor who is required to be licensed by any local, state or federal licensing authority. Non-Compliance with Safety Regulation, Prior Litigation, Force Majeure or Acts of God, Liquor Liability, State Specific Operations, Personal Information and Electronic Data, Mental Injury, Roofing Operations, Work performed in Louisiana.

By your signature below you declare that you have carefully reviewed the above list of exclusions to YOUR POLICY, you also understand that other exclusions may exist in your policy and you have examined the policy, and agree to hold Pascal Burke Insurance Brokerage, Inc. harmless for claims excluded by this policy.

Insureds Signature:		Date	04 / 17 / 2024
Insureds Name: Insureds Company Name	:		



Name:

(Please Print)

AGILE PREMIUM FINANCE

(862) 419-4720 475 Half Day Road, Suite 550 Lincolnshire, IL 60069 www.agile-pf.com accountservices@agile-pf.com

		ATION AGREEMENT			
Account Information: Agent I	nsured				
Name:					
Phone#:					
Agile Quote / Account #:					
I/We hereby make, constitute, appoint are and lawful attorney to charge to my/our and DEPOSITORY, and to credit the same to moccur in accordance with my/our Quote/or corrected for events including but not my/our account balance is paid in full. I/V transactions will be charged a 3.25% process.	account at the fing account with A Account # as individed to endor We agree to a \$1	nancial institution named below, he AGILE. I/We acknowledge that chargicated above (and subsequent accorsements, administrative error, and/	ereinafter-called ges to my /our account will unts) and may be adjusted /or insufficient funds until		
Bank Account Information		Account Type: Checking	ng 🗆 Savings		
Bank Name:		Bank City/State:			
Routing#:		Account #:			
Credit Card Payments If you desire to set up recurring credit/debit card payments, please go to agile-pf.com and select "Make a Payment". You will be prompted to establish login credentials and then make a credit/debit card payment.					
This Power of Attorney and authorization subsequent accounts until AGILE has recemanner as to afford AGILE and DEPOSITO three business days prior to the schedule available at the time each transfer is procemaximum NSF fee permitted by law. If the Corporation or a member of the LLC and a schedule and a schedule are supported by law.	eived written not DRY a reasonable ed date of transac cessed. In the eve his authorization i	tification from me/us of its terminat opportunity to act on it, but in no e ction. I/We further understand that ent that there are insufficient funds is for a Corporation or LLC, the unde	tion in such time and in such event will occur later than sufficient funds must be , AGILE will charge up to the ersigned is an officer of said		
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 REAND AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS DOCUMENT					
Name: (Please Print)	Signed:	<u> </u>	Date: 04 / 17 / 2024		
Name: (Please Print)	Signed:		Date: 04 / 17 / 2024		



Signed:

04 / 17 / 2024

Date:



Ruiz Roofing Corporation - Your Updated General Liability... Title

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