

Tuesday, February 13, 2018

**Lisa Fitness Concept, LLC
dba Orangetheory Fitness
6813 Cantrell Road
Little Rock, AR 72207**

Attn: **Lisa Duke**

Re: Health Club Insurance Proposal

Proposed Effective Date: 07/12/2016

Thank you for giving Fitness Insurance, LLC the opportunity to offer your renewal proposal. This proposal has been tailored to the overall needs of the Health Club Industry, as well as your specific needs.

This proposal provides a brief summary of the insurance coverages we are proposing for your renewal. Only the actual policy will contain all the terms, conditions, limitations and exclusions.

Proposed limits and terms presented are per expiring or per your renewal instructions. It is your responsibility to review the terms, limits, and optional coverages available and advise us of any changes necessary. It is important to notify us of any additions of equipment, tenant improvements, or added activities as it may be necessary for additional coverage.

When you choose Fitness Insurance, you are assured personal service, ease of doing business and quick responses to your needs.

We look forward to working with you and servicing your needs throughout the year!

Sincerely,

Scott

Scott Kerr on behalf of Randy Schumacher
Fitness Insurance

To renew your coverage, please review the binding checklist attached. Should you elect to bind coverage, payment and all other required paperwork must be received in our office prior to binding. Coverage cannot be bound without completed paperwork and payment. The undersigned is an authorized representative of the applicant and agrees that the information provided in the application, written or verbal, and any material submitted herewith are the representations of all the applicants and that they are material and are the basis for issuance of the insurance policy provided by us. The undersigned further agrees that the application and any material submitted with the application shall be maintained on file (either electronically or paper) with us and shall be deemed to be attached hereto as if physically attached. The undersigned further agrees to all proposed limits, terms, and conditions contained herein and understands that higher limits may be available for all lines of coverage.

X Signature _____

Date _____



**POLICYHOLDER DISCLOSURE - LLOYD'S OF LONDON
NOTICE OF LIABILITY TERRORISM INSURANCE COVERAGE**

Date: Tuesday, February 13, 2018

Policyholder or Applicant Name: **Lisa Fitness Concept, LLC DBA Orangetheory Fitness**

Dear Policyholder:

We are required to send you this notice pursuant to federal legislation concerning terrorism insurance.

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 (The Act) effective November 26, 2002, that you now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act ("Terrorism Coverage"): The term "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 acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT TERRORISM COVERAGE REQUIRED TO BE OFFERED BY THE ACT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS TERRORISM COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

This act is scheduled to expire on Dec 31, 2020, unless extended by the Federal Government. Your policy will be effective while the federal program is still in effect, but a decision by the Federal Government on extension of the program may not be made by this date. The federal government may terminate, be extended as is, or with modification during the term of your policy and treatment of terrorism may change under your policy. We strongly urge that you review the terms and conditions contained in the Conditional Exclusion of Terrorism (Relating to disposition of federal terrorism risk insurance act of 2002) Forms IL099 and/or CG2187 as applicable to your policy.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO ACCEPT OR REJECT COVERAGE:
PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED

ELECTION OF TERRORISM COVERAGE

☐

I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of **\$128.75**

This coverage must be purchased at the time of binding and is not available anytime after the policy is bound.

Action: Please sign and return this form with your payment for your premium to Fitness Insurance.

REJECTION OF TERRORISM COVERAGE

☐

I decline to purchase the Terrorism Coverage required to be offered under the Act.

Action: Please sign and return this form to Fitness Insurance.

Policyholder/Applicant's Signature

Print Name

Date

If you desire coverage, please prepare a check payable to Fitness Insurance, LLC for the amount shown above. Include the check with

this form.

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**POLICYHOLDER DISCLOSURE - LLOYD'S OF LONDON
NOTICE OF EXCESS LIABILITY TERRORISM INSURANCE COVERAGE**

Date: Tuesday, February 13, 2018

Policyholder or Applicant Name: **Lisa Fitness Concept, LLC DBA Orangetheory Fitness**

Dear Policyholder:

We are required to send you this notice pursuant to federal legislation concerning terrorism insurance.

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 (The Act) effective November 26, 2002, that you now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act ("Terrorism Coverage"): The term "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 acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States to influence the policy or affect the conduct of the United States Government by coercion.

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This act is scheduled to expire on Dec 31, 2020, unless extended by the Federal Government. Your policy will be effective while the federal program is still in effect, but a decision by the Federal Government on extension of the program may not be made by this date. The federal government may terminate, be extended as is, or with modification during the term of your policy and treatment of terrorism may change under your policy. We strongly urge that you review the terms and conditions contained in the Conditional Exclusion of Terrorism (Relating to disposition of federal terrorism risk insurance act of 2002) Forms IL099 and/or CG2187 as applicable to your policy.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO ACCEPT OR REJECT COVERAGE:
PLEASE "X" ONE OF THE BOXES BELOW AND TAKE THE ACTION INDICATED

ELECTION OF TERRORISM COVERAGE

☐ I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of **\$1.03**

This coverage must be purchased at the time of binding and is not available anytime after the policy is bound.

Action: Please sign and return this form with your payment for your premium to Fitness Insurance.

REJECTION OF TERRORISM COVERAGE

☐ I decline to purchase the Terrorism Coverage required to be offered under the Act.

Action: Please sign and return this form to Fitness Insurance.

Policyholder/Applicant's Signature

Print Name

Date

If you desire coverage, please prepare a check payable to Fitness Insurance, LLC for the amount shown above. Include the check with this form.