THE CIA
Cossio Insurance Agency

**Insured by The CIA**

5/15/2014

Company Name: **Nolan's Rental,Inc dba Reasonable Tent and Party Rental**
Contact Name: **Bernie Puglesi**
Mailing Address: **80 Sovran Drive, Webster, NY 14580**
Business Type: **Party Equipment Rentals & Indoor Inflatable Center**

**POLICY RECOMMENDATIONS:**

| **Policy Type** | | **Premium** |
|---|---|---|
| **General Liability (Rentals)** | **Quoted** | **$28,750.00** |
| **Accident Medical (Rentals)** | **Quoted** | **$250.00** |
| Abuse and Molestation | Not Quoted | |
| Umbrella | Not Quoted | |
| Property | Not Quoted | |
| Inland Marine | Not Quoted | |
| Workers Comp | Not Quoted | |
| Commercial Auto | Not Quoted | |
| EPLI | Not Quoted | |
| Flood | Not Quoted | |
| Earthquake | Not Quoted | |
| Hired/Non-Owned Auto | Not Quoted | |
| Business Income | Not Quoted | |
| **Total** | | **$29,000.00** |

| **Payment Options** | Check | Credit Card | Wire Transfer |
|---|---|---|---|
| Min Down Payment | $7,737.50 | $7,737.50 | $7,762.50 |
| Pay In Full | $29,000.00 | $30,160.00 | $29,025.00 |

**DOCUMENTS REQUIRED PRIOR TO BINDING:**

1. **COMPLETED & SIGNED INSURANCE BIND REQUEST FORM (ATTACHED)**
2. **SIGNED SPECIAL RISK ENROLLMENT FORM**
3. **SIGNED & DATED FINANCE AGREEMENT (ATTACHED) IF YOU ARE NOT PAYING IN FULL.**
4. **PLEASE INITIAL RENEWAL APPLICATION (ATTACHED)**

Policy coverages, limits, exclusions are on following pages.

107 Old Laurens Rd. Simpsonville, SC 29681
Phone: 864-688-0121 Fax: 864-688-0138

## General Liability (Rentals)

Carrier: **United States Fire Insurance Company**
Policy Term: **Annual**

**LIMITS**

| | |
|---|---|
| Each Occurrence | $1,000,000 |
| General Aggregate | $2,000,000 |
| Products/Completed Operations | $2,000,000 |
| Personal & Advertising Injury | $1,000,000 |
| Fire Damage | $300,000 |
| Medical Expenses | $5,000 |
| Deductible | $0 |

**EXCLUSIONS**

War
Terrorism
Exclusion - Expected or Intended Injury
Sexual Abuse/Molestation
Asbestos
Nuclear Energy
Total Pollution
Fungi or Bacteria
Aircraft or Watercraft
Pyrotechnics
Employment-Related Practices
Lead Liability
Use of Trampolines
Sale/Manufacture/Distribution of Athletic Equipment
Use of Saunas or Tanning Devices
Downhill Snow Skiing
Whitewater Rafting
Bungee Jumping
Mountain Climbing
Rock Climbing
Ballooning
Parachute Jumping
Luge
Tobogganing
All Motor Sports
Violation of Telephone Consumer Protection Act or CAN-SPAM Act
Communicable Disease (Hepatitis, TSE, HIV, HTLV, or AIDS)

## Accident Medical (Rentals)

Carrier: **United States Fire Insurance Company**
Policy Term: **Annual**

**LIMITS**

| | |
|---|---|
| Accidental Death & Dismemberment | $10,000 |
| Maximum Benefit Amount | $10,000 |
| Deductible | $0. |

**EXCLUSIONS**

- Intentional self-inflicted injury while sane or insane.

- Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.)
- Commission or attempt to commit a felony.
- Participation in a riot or insurrection.
- Driving under the influence of a controlled substance unless administered on the advice of a doctor.
- Driving while Intoxicated. “Intoxicated” will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs.
- Declared or undeclared war or act of war.
- An Accident which occurs while the Covered Person is on active duty service in any Armed Forces.
- (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.)
- Aviation, except as specifically provided in the policy.
- Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
- Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and the loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy and the Covered Person was within a 25-mile radius of the site of the release either at the time of the release or within 24 hours of the start of the release.
- Normal health checkups
- Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Certificate, and rendered within 6 months of the Accident.
- Services or treatment rendered by a doctor, nurse or any other person who is employed or retained by the insured or
- the insured or a member of his immediate family.
- Charges which the Covered Person would not have to pay if he did not have insurance; or are in excess of Usual, Reasonable and Customary charges.
- An Injury that is caused by flight in an aircraft, except as a fare-paying passenger, a space craft or any craft designed for navigation above or beyond the earth's atmosphere or an ultra-light, hang-gliding, parachuting or bungi-cord jumping.
- Travel in or upon a snowmobile, any two or three wheeled motor vehicle, any off-road motorized vehicle not requiring licensing as a motor vehicle.
- That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited).
- Injury that is the result of the Covered Person being Intoxicated. (“Intoxicated” will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs) or caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor.
- Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food
- Practice or play in any sports activity, including travel to and from the activity and practice, unless specifically provided for in this Policy.
- Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan.
- Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood.

- Elective treatment or surgery, health treatment, or examination where no Injury is involved.
- Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request.
- Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore.
- Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
- Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy.
- Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body.
- Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws.
- The repair or replacement of any artificial dental restoration.
- Rest cures or custodial care.
- The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges.
- Expenses incurred for an Accident or Sickness after the Benefit Period shown in the Schedule of Benefits.
- Orthopedic appliances which are used mainly to protect an Injury so that a covered student can take part in interscholastic or intercollegiate sports.
- Services and supplies furnished by the Policyholder’s infirmary, its employees, or doctors who work for the Policyholder.
- Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound.
- Prescription medicines unless specifically provided for under this policy or certificate.

**CONDITIONS**

- **All fees are fully earned upon binding.**
- **Minimum earned premium applies. $7,737.50 is non-refundable once coverage applies**
- **Quote is valid for 30 days & subject to correction**
- **Blanket Additional Insured included**
- **Quote is based on information you listed on your application**
- **Quote is based on $1,500,000 Gross Sales**
- **Higher limits are available**
- **Hired and Non-Owned Auto available/Not included in this quote**
- **Inclusions/Program Highlights:**
- **Occurrence Form**
- **Coverage issued through the Sports & Recreation Providers Assn. Purchasing Group**
- **Abuse/Molestation Sublimit Option (not included)**
- **Coverage for claims of Abuse/Molestation with limit of $100,000 per Occurrence/$100,000 Aggregate can be added for additional premium of $1,000.00 (fully earned at inception).**

We would like to thank you for the opportunity to quote and hopefully provide our insurance services for your business. We pride ourselves in our customer service and ability to provide coverage that other agencies cannot. Please review the coverage(s) and premium(s) and let us know your decision. We look forward to working with you.

Respectfully
*Larry Cossio*

107 Old Laurens Rd. Simpsonville, SC 29681
Phone: 864-688-0121 Fax: 864-688-0138

# INSURANCE BIND REQUEST

**Thursday, May 15, 2014**

THE CIA
Cossio Insurance Agency

**Phone: 864-688-0121**
**Fax: 864-688-0138**

**Customer: Nolan's Rental,Inc dba Reasonable Tent and Party Rental (54977)**
**Requested Effective: 5/24/2014**

**Total premium with taxes and fees: $29,000.00**

**Broker of Record: Cossio Insurance Agency**

**Down Payment Required is $7,737.50 ***
*Amount is non-refundable once coverage begins
Taxes and fees are fully earned.

**Payment Terms:**
____ Check
____ Credit Card (4% processing fee will be added)
____ Wire Transfer ($25 will be added for processing fee)

**Balance Due $21,262.50**

I would like Cossio to set up financing through Premium for me:

☐Yes ☐ No

| I decline coverage for | Initials |
|---|---|
| Abuse and Molestation | _____ |
| Umbrella | _____ |
| Property | _____ |
| Inland Marine | _____ |
| Workers Comp | _____ |
| Commercial Auto | _____ |
| EPLI | _____ |
| Flood | _____ |
| Earthquake | _____ |
| Hired/Non-Owned Auto | _____ |
| Business Income | _____ |

I understand that:

**1.** All fees are fully earned upon binding. *Minimum earned premium applies. Initial _____

**2.** Requests for Additional Insured's or special wording may be subject to a fee determined by your insurance carrier. Initial ____

**3.** The premium quoted above includes a $400.00 broker fee which is not refundable and is fully earned upon binding. Initial ____

Please make Cossio Insurance Agency my broker of record for this policy.

Thank you

Signature of Insured _____

Printed Name _____ Date: _____

**Please bind coverage for:**
- General Liability (Rentals)
- Accident Medical (Rentals)

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**General Mailing Address:**
PO Box 188
Simpsonville, SC 29681

**Wire Transfer:**
South Carolina Bank and Trust, NA
PO Box 1287
Orangeburg SC 29116
Telephone: 800-277-2175
Account #: 1502681
Routing #: 053200983

**UPS/FedEx Mailing Address:**
107 Old Laurens Road
Simpsonville, SC 29681

# ENROLLMENT FORM FOR ACCIDENT INSURANCE

Policyholder Name: Nolan's Rental,Inc dba Reasonable Tent and Party Rental

Policyholder Mailing Address: 80 Sovran Drive

City: Webster State: NY Zip: 14580

Field Address: 80 Sovran Drive

City: Webster State: NY Zip: 14580

Policyholder Contact Name: Bernie Puglesi Policyholder Email Address: bpuglisi@nolansrental.com

Effective Date: 5/24/2014 Expiration Date: 5/24/2015

Covered Activity: Party Equipment Rentals

Plan of Benefits Per Quotation:

Accident Insurance – Maximum Medical Expense Benefit: $10,000

☒ Excess Coverage ☐ Primary Coverage

Accident Insurance – Accidental Death & Dismemberment Benefit: $10,000

Accident Insurance – Deductible: $

**Total Accident Premium:** $

General Liability Insurance – General Aggregate Limit: $2,000,000

General Liability Insurance – Each Occurrence Limit: $1,000,000

Overnight Campers: $

Number of Participants: $

New Business Surcharge: $

Retail Sales: $

**Total General Liability Premium:** $

| Optional Coverage: | Limits: | Premium: |
|---|---|---|
| ☐ Optional $5,000.00Medical Expenses Liability Limit: | | $ |
| ☐ Optional Hired & Non-Owned Auto Liability Limit: | $ N/A | $ |
| ☐ Optional $100,000.00 Sexual Abuse & Molestation Limit: | | $ |
| ☐ Optional Follow Form Excess Liability Limit: | $ N/A | $ |
| ☐ Optional $1,000,000.00 Director's & Officer's Liability Limit: | | $ |

**Grand Total Accident/Liability/Optional Coverage Premium:** $

Non-Refundable Fully Earned Minimum Premium at policy inception: $

By signing below I understand and agree that (a) if this application is accepted by the Company, coverage will begin on the date of acceptance or on the effective date indicated above, whichever is later, subject to the payment of the required premium, it is also understood that no agent is authorized to accept risks or pass on insurability. Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits application or files claims containing false or deceptive statement may be guilty of insurance fraud and may be subject to civil fines and criminal punishment.

Acceptance of Terms above: Print Policyholder Name:

Policyholder Signature: Title: Date:

Agency Name: Cossio Insurance Agency

Agent Mailing Address: PO Box 188 Simpsonville SC 29681

Agent Contact Name: Larry Cossio Agent License #:

Agent Email Address: ivy@cossioinsurance.com Agent Phone #: 864-688-0121

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# FAMILY ENTERTAINMENT CENTER RENEWA

Cossio Insurance Agency • 864-688-0121 • Fax: 864-688-0138 • PO Box 188 Simpsonville SC 2968

**DIRECTIONS:**

1. Complete the application (all pages) in full by filling in the blue fields.
2. Please fill in all the fields with the correct information.
3. Email the application to apps@cossioinsurance.com or Fax to 864-688-0138

## Section 1: GENERAL INFORMATION

| | | |
|---|---|---|
| Corporate Name: Nolan's Rental Inc DBA Reasonble Tent & Party Rental | | |
| Mailing Address: 80 Sovran Dr. | | |
| City: Webster | State: NY | Zip: 14580 |
| Telephone # in off Season: 585-750-7410 | Phone: 585-787-2555 | Fax: 585-787-2565 |
| Email Address: bpuglisi@nolansrental.com | Birth Date: | |
| Last Years Anticipated Receipts: $ 1,550,000 | Upcoming Anticipated Receipts: $ 1,500,000 | |
| Website: www.nolanspartyrental.com | | |

## Section 2: GENERAL LIABILITY

Location(s) Covered: 80 Sovran Dr, Webster, NY 14580

Fill in below, total annual receipts for each attraction at above facility (facilities)

| | |
|---|---|
| Coin-Op Amusement Equipment | Annual Receipts $ |
| Bumper Boats | Annual Receipts $ |
| Bumper Cars | Annual Receipts $ |
| Batting/Pitching Cages | Annual Receipts $ |
| Coin-Op Rides | Annual Receipts $ |
| Go Karts | Annual Receipts $ |
| Attendant Operated Rides | Annual Receipts $ |
| Laser Tag | Annual Receipts $ |
| Bounce Play/Soft Play | Annual Receipts $ 100,000 |
| Miniature Golf | Annual Receipts $ |
| Driving Ranges | Annual Receipts $ |
| Gift/Pro-Shops | Annual Receipts $ |
| Food Operations Concession? ☐ Yes ☒ No | Annual Receipts $ |
| Alcoholic Beverages | Annual Receipts $ 0 |
| Room Rentals | Annual Receipts $ 0 |

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# FAMILY ENTERTAINMENT CENTER RENEWA

Cossio Insurance Agency • 864-688-0121 • Fax: 864-688-0138 • PO Box 188 Simpsonville SC 2968

## Section 2: GENERAL LIABILITY

| | |
|---|---|
| Climbing Wall | Annual Receipts $ |
| Bowling | Annual Receipts $ |
| Paintball | Annual Receipts $ |
| Bungee Trampoline | Annual Receipts $ |
| Off-Site Inflatable Rentals | Annual Receipts $ 450,000 |
| Other: (describe) DUNK TANK | Annual Receipts $ 5,000 |
| Other: (describe) Equipment Rentals | Annual Receipts $ 945,000 ← Pls Initial _____ |
| Other: (describe) | Annual Receipts $ |
| Other: (describe) | Annual Receipts $ |

Have you made any operational changes since your 08-09 application? ☐ Yes ☒ No

If Yes, describe: (Examples: name changes or additional names, new attractions, location changes, etc.)

## Section 3: NEW ATTRACTIONS

Please complete the following for any new operations not previously reported:

| # | Name | Description | Attraction Hgt. | Age/Hgt. Requirements | Manufacturer | Receipts |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |

NOTE: You must notify us of all current & new attractions

**Property Information**: Attached is a listing of the locations & values currently insured for Property. Please review the list and make any necessary changes or indicate no changes needed.

**Loss Information:** If you were insured with another Insurance Company in the last 5 years, please provide update loss runs for that period.

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# FAMILY ENTERTAINMENT CENTER RENEWA

Cossio Insurance Agency • 864-688-0121 • Fax: 864-688-0138 • PO Box 188 Simpsonville SC 2968

## Section 4: WARRANTY

It is hereby understood and agreed that if insurance is issued by virtue of completing this application, the Insurance is only issued on the reliance on the applicant's warranty of answers to the questions above. If, at the time a certificate/policy is issued and ANY OF THE ABOVE WARRANTIES IS IN ANY RESPECT INCORRECT, INCLUDING CLAIMS OR GROSS RECEIPTS, THE COVERAGE AFFORDED UNDEF THE CERTIFICATE/POLICY shall, without notice to the applicant, immediately and automatically cease, & the certificate/policy shall BECOME NULL AND VOID. Warranties will survive a certificate/policy if issued.

APPLICANT NAME (Please print or type): BERNARD PUGLISI

Signature of Applicant (Mandatory):

Title: Owner

Date: 3/31/14

PRODUCER NAME (Please print or type): Joseph Converting

(Signature of Producer Completing Application-If Appropriate) Joseph Converting

Date: 3-24-14

## Section 5: LOCATIONS

Account Name:: Nolans Rental, Inc DBA Reasonable Tent + Party Rental

Locations and Values currently insured under Property Policy: (Make any necessary changes below)

| Location / Address | Building | Contents & Improvements | Loss of Income |
|---|---|---|---|
| Location 80 Sovran Dr. Address ~~Webster~~ City Webster State NY Zip 14580 | | | 250,00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

All values submitted are correct to the best of my knowledge & belief Statement of Values submitted by:

Signed: Title:

Date:

THE CIA

# FRAUD STATEMENT

Cossio Insurance Agency • 864-688-0121 • Fax: 864-688-0138 • PO Box 188 Simpsonville SC 2968

## FRAUD NOTICE

GENERAL STATEMENT: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim 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 the person to criminal and [NY: substantial] civil penalties. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; in LA, ME, TN, and VA, insurance benefits may also be denied)

APPLICABLE IN 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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORDIA: 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 of the third degree.

APPLICABLE IN HAWAII: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN 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 for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance 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.

APPLICABLE IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

APPLICABLE IN MINNESOTA: Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN OHIO: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

I understand that the insurance company, in determining in whether to provide insurance coverage, will rely on the information contained in this form and all other information submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

Insured Signature: [signature] Date: 3/31/14

SAVE APPLICATION

THE CIA

# CREDIT CARD AUTHORIZATION

Cossio Insurance Agency • 864-688-0121 • Fax: 864-688-0138 • PO Box 188 Simpsonville SC 29681

There is an additional processing fee of 4% that I am obliged to pay for the ability to use a credit card to pay for my insurance premium, in part or in full. This is an optional charge that I can avoid paying by using a check or wire fund transfer to pay any amounts associated with the cost of my insurance premium.Example: If my insurance premium that I want to use my credit card to pay is $1000, the amount to be charged to the credit card including the above fee will be $1040.

Customer ID Number: 54977 / Nolan's Rental,Inc dba Reasonable Tent and Party Rental

## BILLING INFORMATION

Check one: ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS

Authorized Dollar Amount to be charged: $ 8,047.00

| Credit card Number: | Expiration Date: |
|---|---|

Name on Card:

Company Name :

Billing Zip code/House number:

Phone Number:

The Three Digit from the back of card:

## SIGNATURE

By the signing of this form, I agree that faxed signatures are acceptable to charge my credit card and authorize the above company to charge the dollar amount indicated above onto the Credit Card.

| Signature: | Date: |
|---|---|

Payment: $ 7,737.50

Credit Card Fee: $ 309.50

Total: $ 8,047.00

301 WEST 11TH ST., 4TH FLOOR
PO BOX 419090
KANSAS CITY,MO 6414 1-6
(800)255-6316 FAX: (816)942-0475

# Premium Finance Agreement

**IPFS CORPORATION**

| | | |
|---|---|---|
| **A** | **CASH PRICE (TOTAL PREMIUMS)** | **$28,750.00** |
| **B** | **CASH DOWN PAYMENT** | **$7,487.50** |
| **C** | **PRINCIPAL BALANCE (A MINUS B)** | **$21,262.50** |

AGENT
(Name & Place of business)
COSSIO INSURANCE AGENCY

107 OLD LAURENS RD.

SIMPSONVILLE,SC 29681
(864)688-0121 FAX: (864)688-0138

INSURED
(Name & Residence or business)
Nolan's Rental,Inc dba Reasonable T
Bernie Puglesi
80 Sovran Drive

Webster, NY 14580
(716)288-3231

Commercial

Account #: _____

**LOAN DISCLOSURE**

Quote Number: 2657682

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | AMOUNT FINANCED | TOTAL OF PAYMENTS |
|---|---|---|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled |
| 7.700% | $687.96 | $21,262.50 | $21,950.46 |

**YOUR PAYMENT SCHEDULE WILL BE**

| Number Of Payments | Amount Of Payments | When Payments Are Due Beginning: |
|---|---|---|
| 9 | $2,438.94 | MONTHLY 06/24/2014 |

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

**Security:** Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.
**Late Charges:** Late payment will incur a late payment charge. See Page 2.
**Prepayment:** If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of $10.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

| POLICY PREFIX AND NUMBER | EFFECTIVE DATE OF POLICY | SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT | COVERAGE | MINIMUM EARNED PERCENT | POL TERM | PREMIUM |
|---|---|---|---|---|---|---|
| PENDING | 05/24/2014 | UNITED STATES FIRE INSURANCE CO<br>FRANCIS L DEAN & ASSOCIATES OF FL | GENERAL LIABILITY | 25.00% | 12 | 28,350.00 |

NY Section 2119 Insurance Law charge* Broker Fee: $400.00

TOTAL: $28,750.00

This loan is either made by Agent and sold and assigned to IPFS Corporation (in which case, "Lender" refers to IPFS Corporation and Agent), or otherwise acquired by IPFS Corporation from Agent (in which case, "Lender" refers to IPFS Corporation only), in each case to pay the premiums on the policies described above on the insured's behalf. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY**: To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY**: Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

**NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.**

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent _____ DATE _____ Signature of Agent _____ DATE _____

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Insured and Lender further agree that:**3. POLICY EFFECTIVE DATES**: The finance charge begins to accrue as of the earliest policy effective date. **4. AGREEMENT EFFECTIVE DATE**: This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS**: If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION**: Lender may cancel the scheduled policies after providing at least 13 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES**: If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the insured shall pay Lender a cancellation charge equal to $5.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. (Not applicable in KY, NV, and VT) **8. INSUFFICIENT FUNDS (NSF) CHARGES**: If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of $20.00 or the maximum amount permitted by law. (Not applicable in AL and KY). **9. MONEY RECEIVED AFTER CANCELLATION**: Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10. ASSIGNMENT**: The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER** : The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums or for the cost of aquiring this Agreement from your agent/broker. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION**: The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS**: Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY**: The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender' gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT**: This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES**: The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. PRIVACY**: Our privacy policy may be found at https://www.ipfs.com/Privacy.aspx. **18. ENTIRE DOCUMENT / GOVERNING LAW**: This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of New York will govern this Agreement. **19. AUTHORIZATION**: The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **20. WAIVER OF SOVERIGN IMMUNITY**: The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

## AGENT/BROKER REPRESENTATIONS

The agent/broker executing this agreement represents, warrants and agrees: (1) installment payments totaling $0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.