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***PARK CREEK  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Board Package***

***Board of Supervisors  
Regular Meeting***

***Tuesday  
October 3, 2017  
6:30 p.m.***

***Panther Trace II Clubhouse  
11518 Newgate Crest Drive  
Riverview, Florida***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# PARK CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

Panther Trace II Clubhouse  
11518 Newgate Crest Drive  
Riverview, Florida

<b>District Board of Supervisors</b>	Mike Lawson Doug Draper Lori Price Ted Sanders	Chairman Vice Chairman Assistant Secretary Assistant Secretary
<b>District Manager</b>	Paul Cusmano	DPFG
<b>District Attorney</b>	Vivek Babbar	Straley, Robin & Vericker
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting Services, Inc.

**All cellular phones and pagers must be turned off during the meeting.  
The District Agenda is comprised of seven different sections:**

The first section which is called **Audience Questions and Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **District Counsel and District Engineer Reports**. This section allows the District Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The third section is the **Landscaping and Ponds** section and contains items that often require District Engineer, Operations Manager, and Landscape Contractor to discuss and update the Board. The fourth section is the **Business Administration** section and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The sixth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The seventh section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

## **PARK CREEK COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, October 3, 2017  
Time: 6:30 p.m.  
Location: Panther Trace II Clubhouse  
11518 Newgate Crest Drive  
Riverview FL

Conference Call No.: (563) 999-2090  
Code: 686859#

### ***AGENDA***

#### **I. Roll Call**

#### **II. Audience Comments**

#### **III. Consent Agenda**

- A. Approval of Minutes from August 8, 2017 Meeting Exhibit 1
- B. Acceptance of July 2017 Unaudited Financial Statement Exhibit 2

#### **IV. Business Matters**

- A. Insurance Policy Renewal Exhibit 3

#### **V. Staff Reports**

- A. District Manager
  - 1. Aquatic Systems Report Exhibit 4
  - 2. Tinkergarten-Nature Trail Activities for Children Exhibit 5
- B. Attorney
- C. District Engineer

#### **VI. Supervisors Requests**

#### **VII. Audience Questions and Comments on Other Items**

#### **VIII. Adjournment**

## **EXHIBIT 1.**

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**MINUTES OF MEETING  
PARK CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Park Creek Community Development District was held on Tuesday, August 8, 2017 at 6:30 p.m. at the Panther Trace II Clubhouse, 11518 Newgate Crest Drive, Riverview, Florida.

**FIRST ORDER OF BUSINESS – Roll Call**

Mr. Cusmano called the meeting to order.

Present and establishing a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager
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**SECOND ORDER OF BUSINESS – Audience Comments**

Mr. Cusmano asked that any comments be held until the Budget discussion.

**THIRD ORDER OF BUSINESS – Consent Agenda**

**A. Approval of the Minutes of July 11, 2017 Meeting**

**B. Acceptance of the June 2017 Unaudited Financial Statements**

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved **Items A & B** for the Park Creek Community Development District.

**FOURTH ORDER OF BUSINESS – Business Matters**

**A. Fiscal Year 2017-2018 Budget Public Hearing**

**1. Open Public Hearing**

Mr. Cusmano requested a motion to open the Public Hearing.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board opened the Public Hearing for the Park Creek Community Development District.

**2. Presentation of Proposed FY 2017-2018 Budget**

Mr. Cusmano presented proposed FY 2017-2018 Budget and asked for comments or questions.

**3. Public Comments**

Resident had a question about the Christmas decorating.

Resident had a question on the landscaping.

**4. Close Public Hearing**

Mr. Cusmano requested a motion to close Public Hearing.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board closed the Public Hearing for the Park Creek Community Development District.

**B. Consideration and Approval of Resolution 2017-08  
Annual Appropriations & Adoption of Budget**

Mr. Cusmano presented the Resolution 2017-08 Annual Appropriations & Adoption of Budget and asked for comments or questions.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution **2017-08** Annual Appropriations & Adoption of Budget, subject to any refinements, for the Park Creek Community Development District.

**C. Consideration and Approval of Resolution 2017-09 O&M Assessments**

Mr. Cusmano presented Resolution 2017-09 O&M Assessments and asked for comments or questions.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted Resolution **2017-09** O&M Assessments for the Park Creek Community Development District.

**D. Budget Funding Agreement**

Mr. Cusmano presented Budget Funding Agreement and asked for comments or questions.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved Budget Funding Agreement, subject to final discussions with the Developer, for the Park Creek Community Development District.

**E. Additional Matters**

- 1. All American Contract Update**
- 2. Yellowstone Pricing Breakdown**
  - a. Amenity Center**
  - b. Common Areas**

Mr. Cusmano gave an overview of the landscaping vendors, and recommended All American as landscaper for the community.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved to keep All American as Landscaper for the Park Creek Community Development District.

**FIFTH ORDER OF BUSINESS – Staff Reports**

**A. Manager**

**1. Aquatic Systems Report**

**2. Soccer Shots**

Chris Crane from Soccer Shots gave an overview of the program.

**B. Attorney**

There being none, the next item followed.

**C. Engineer**

There being none, next item followed.

**SIXTH ORDER OF BUSINESS – Public Comments**

Resident requested more regulation for residents parking in pool area parking lot and signage for pool area.

Resident asked if any other amenities would be added to the community.

Resident commented about the dog waste bins being moved and not notifying the vendor about it.

**NINTH ORDER OF BUSINESS – Supervisor Requests**

There being none, next item followed.

**TENTH ORDER OF BUSINESS – Adjournment**

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adjourned the meeting for the Park Creek Community Development District.

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

**Title:** ☐ Secretary ☐ Assistant Secretary **Title:** ☐ Chairman ☐ Vice Chairman

## **EXHIBIT 2.**



# **Park Creek Community Development District**

**Financial Statements  
(Unaudited)**

Period Ending  
August 31, 2017

**Park Creek CDD**  
**Balance Sheet**  
**August 31, 2017**

	<u>O &amp; M</u>	<u>SERIES 2013 A-1</u>	<u>SERIES 2013 A-2</u>	<u>SERIES 2014</u>	<u>CAPITAL PROJECTS 2013A</u>	<u>2014A</u>	<u>TOTAL</u>
<b><u>ASSETS:</u></b>							
CASH	\$ 80,124	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,124
INVESTMENTS:							
REVENUE FUND	-	122,911	-	132,167	-	-	255,078
RESERVE	-	173,584	-	206,388	-	-	379,972
PREPAYMENT	-	-	-	-	-	-	-
ACQUISITION/CONSTRUCTION	-	-	-	-	8	1	9
ACCTS RECEIVABLE	-	-	-	-	-	-	-
ASSESSMENTS RECEIVABLE - ON ROLL	-	-	-	-	-	-	-
ASSESSMENTS RECEIVABLE - OFF ROLL	-	-	-	-	-	-	-
PREPAID EXPENSES	-	-	-	-	-	-	-
UTILITY DEPOSIT (TECO)	5,825	-	-	-	-	-	5,825
DUE FROM OTHER FUNDS	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>\$ 85,949</b>	<b>\$ 296,495</b>	<b>\$ -</b>	<b>\$ 338,555</b>	<b>\$ 8</b>	<b>\$ 1</b>	<b>\$ 721,008</b>
<b><u>LIABILITIES:</u></b>							
ACCOUNTS PAYABLE	\$ 607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 607
DEFERRED REVENUE - ON ROLL	-	-	-	-	-	-	-
DEFERRED REVENUE - OFF ROLL	-	-	-	-	-	-	-
<b><u>FUND BALANCE:</u></b>							
NONSPENDABLE:							
PREPAID AND DEPOSITS	5,825	-	-	-	-	-	5,825
RESTRICTED FOR:							
DEBT SERVICE	-	296,495	-	338,555	-	-	635,050
CAPITAL PROJECTS	-	-	-	-	8	1	9
UNASSIGNED	79,517	-	-	-	-	-	79,517
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 85,949</b>	<b>\$ 296,495</b>	<b>\$ -</b>	<b>\$ 338,555</b>	<b>\$ 8</b>	<b>\$ 1</b>	<b>\$ 721,008</b>

**Park Creek CDD**  
**General Fund**  
**Statement of Revenue, Expenditures and Changes In Fund Balance**  
**For The Period From October 1, 2016 through August 31, 2017**

	<b>FY2017 ADOPTED BUDGET</b>	<b>BUDGET YR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
ASSESSMENT ON-ROLL (Net)	\$ 286,469	\$ 286,469	\$ 296,667	\$ 10,198
OFF-ROLL ASSESSMENTS	125,247	125,247	74,663	(50,584)
OFF-ROLL ASSESSMENTS (Lot Closings)	-	-	50,585	50,585
INTEREST	-	-	230	230
MISCELLANEOUS REVENUE (Key Fobs & Rental Income)	-	-	485	485
DISCOUNT (ASSESSMENTS)	-	-	-	-
<b>TOTAL REVENUE</b>	<b>\$ 411,716</b>	<b>\$ 411,716</b>	<b>\$ 422,630</b>	<b>\$ 10,914</b>
<b>EXPENDITURES</b>				
<b>ADMINISTRATIVE:</b>				
SUPERVISORS FEES	8,000	7,333	3,600	3,733
PAYROLL TAXES	612	561	275	286
PAYROLL SERVICES	457	419	347	72
MANAGEMENT CONSULTING SERVICES	21,000	19,250	19,250	-
PLANNING & COORDINATING SERVICES	24,000	22,000	22,000	-
ADMINISTRATIVE SERVICES	5,500	5,042	5,042	(0)
BANK FEES	175	-	-	-
REGULATORY AND PERMIT FEES	175	175	175	-
MISCELLANEOUS EXPENSES (Mass mail, room rental, etc)	250	250	541	(291)
AUDITING	5,500	2,350	2,350	-
TRAVEL PER DIEM	250	229	-	229
LEGAL ADVERTISEMENTS	750	688	1,591	(904)
ENGINEERING SERVICES	4,500	4,125	1,671	2,454
LEGAL SERVICES - GENERAL	5,000	4,583	5,548	(965)
WEBSITE HOSTING	720	660	677	(17)
PERFORMANCE & WARRANTY BOND PREMIUM	2,500	2,500	2,500	-
COUNTY COLLECTION FEES	-	-	-	-
<b>TOTAL ADMINISTRATIVE</b>	<b>79,389</b>	<b>70,165</b>	<b>65,567</b>	<b>4,598</b>
<b>INSURANCE:</b>				
INSURANCE (Liability, Property & Casualty)	22,488	22,488	21,277	1,211
<b>TOTAL INSURANCE</b>	<b>22,488</b>	<b>22,488</b>	<b>21,277</b>	<b>1,211</b>
<b>DEBT SERVICE ADMINISTRATION:</b>				
DISSEMINATING AGENT	10,000	6,500	6,500	-
BOND PERFORMANCE SERVICES	-	-	-	-
ARBITRAGE REPORTING	1,250	-	-	-
TRUSTEE FEES	9,000	5,926	5,926	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>20,250</b>	<b>12,426</b>	<b>12,426</b>	<b>-</b>

**General Fund**  
**Statement of Revenue, Expenditures and Changes In Fund Balance**  
**For The Period From October 1, 2016 through August 31, 2017**

	<b>FY2017 ADOPTED BUDGET</b>	<b>BUDGET YR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>PHYSICAL ENVIRONMENT EXPENDITURES:</b>				
FIELD ADMIN SERVICES	18,000	16,500	14,937	1,563
FIELD TRAVEL EXPENSE	3,000	2,750	2,137	613
UTILITY - STREETLIGHTS	45,600	41,800	37,050	4,750
UTILITY -GEN ELECTRICITY	9,600	8,800	1,559	7,241
UTILITY - WATER	16,800	15,400	-	15,400
LANDSCAPE MAINTENANCE	56,064	51,392	66,928	(15,536)
LANDSCAPE RENEW & REPLACEMENT	35,160	32,230	28,309	3,921
RETENTION POND MOWING	-	-	8,225	(8,225)
IRRIGATION MAINTENANCE	5,400	4,950	14,874	(9,924)
LANDSCAPE MAINTENANCE PHASE 3	-	-	3,000	(3,000)
TREE MAINTENANCE	-	-	7,500	(7,500)
NPDES	6,300	5,775	3,150	2,625
FIELD MISC - Pet Waste Removal	2,220	2,035	2,844	(809)
FIELD MISC - Power Sweep	1,000	750	-	750
STORMWATER DRAINAGE & MAINT	10,200	9,350	2,381	6,969
ENVIRONMENTAL MITIGATION	3,100	1,950	1,550	400
POND MAINTENANCE	12,890	11,816	4,129	7,687
SOLID WASTE DISPOSAL	-	-	-	-
POND EROSION	-	-	-	-
FIELD CONTINGENCY	5,000	4,583	6,585	(2,002)
RESERVE STUDY	-	-	3,200	(3,200)
SECURITY MONITORING	-	-	3,300	(3,300)
SECURITY PAYROL	-	-	5,918	(5,918)
<b>TOTAL PHYSICAL ENVIRONMENT</b>	<b>230,334</b>	<b>210,081</b>	<b>217,576</b>	<b>(7,495)</b>
<b>AMENITY CENTER OPERATIONS:</b>				
POOL SERVICE CONTRACT	10,200	9,350	7,500	1,850
POOL MAINTENANCE AND REPAIRS	4,000	3,667	400	3,267
POOL PERMITS	275	275	275	-
AMENITY CENTER CLEANING & MAINTENANCE	2,920	2,677	7,760	(5,083)
AMENITY CENTER INTERNET	1,920	1,760	1,743	17
AMENITY CENTER ELECTRICITY	15,600	14,300	5,154	9,146
AMENITY CENTER WATER	3,600	3,300	1,037	2,263
PEST CONTROL	1,740	1,595	583	1,012
REFUSE SERVICE	2,000	1,833	-	1,833
AMENITY CENTER LANDSCAPE MAINTENANCE	12,000	11,000	-	11,000
AMENITY CENTER MISC REPAIRS & MAINT	5,000	4,583	5,375	(792)
<b>TOTAL AMENITY CENTER OPERATIONS</b>	<b>59,255</b>	<b>54,340</b>	<b>29,827</b>	<b>24,513</b>
<b>TOTAL EXPENDITURES</b>	<b>411,716</b>	<b>369,500</b>	<b>346,673</b>	<b>22,827</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>42,216</b>	<b>75,957</b>	<b>33,741</b>
<b>OTHER FINANCIAL SOURCES (USES)</b>				
DEVELOPER FUNDING FOR CONSTRUCTION	-	-	-	-
CONSTRUCTION EXPENSES	-	-	-	-
<b>TOTAL OTHER FINANCIAL SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>42,216</b>	<b>75,957</b>	<b>33,741</b>
FUND BALANCE - BEGINNING	-	-	9,387	9,387
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ 42,216</b>	<b>\$ 85,344</b>	<b>\$ 43,128</b>

**Park Creek CDD**  
**Debt Service - Series 2013 A-1**  
**Statement of Revenue, Expenditures and Changes In Fund Balance**  
**For The Period From October 1, 2016 through August 31, 2017**

	<b>FY2017 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUE</b>				
ASSESSMENT ON-ROLL/OFF (Gross)	\$ 188,247	\$ 172,560	\$ 179,559	\$ 6,999
DEVELOPER FUNDING	-	-	-	-
INTEREST--INVESTMENT	-	-	654	654
MISCELLANEOUS REVENUE	-	-	-	-
DISCOUNT	(7,844)	-	-	-
<b>TOTAL REVENUE</b>	<b>180,404</b>	<b>172,560</b>	<b>180,213</b>	<b>7,653</b>
<b>EXPENDITURES</b>				
COUNTY COLLECTION FEES	7,844	-	-	-
INTEREST EXPENSE	144,706	144,706	145,503	(797)
PRINCIPAL EXPENSE	25,000	25,000	25,000	-
COI EXPENSES	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>177,550</b>	<b>169,706</b>	<b>170,503</b>	<b>(797)</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPEND.</b>	<b>2,854</b>	<b>2,854</b>	<b>9,710</b>	<b>6,856</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
BOND PROCEEDS A1	-	-	-	-
TRANSFER IN	-	-	-	-
TRANSFER OUT (USES)	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
NET CHANGE IN FUND BALANCE	2,854	2,854	9,710	6,856
FUND BALANCE - BEGINNING	-	-	246,185	246,185
PRIOR PERIOD ADJUSTMENT	-	-	40,600	40,600
<b>FUND BALANCE - ENDING</b>	<b>\$ 2,854</b>	<b>\$ 2,854</b>	<b>\$ 296,495</b>	<b>\$ 293,641</b>

**Park Creek CDD**  
**Debt Service - Series 2013 A-2**  
**Statement of Revenue, Expenditures and Changes In Fund Balance**  
**For The Period From October 1, 2016 through August 31, 2017**

	<b>FY2017 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUE</b>				
ASSESSMENT OFF-ROLL & DEV FUNDING	\$ 206,250.00	\$ -	\$ -	\$ -
PREPAID ASSESSMENTS - LOTS	-	-	-	-
INTEREST--INVESTMENT	-	-	34	34
FUND BALANCE FORWARD	750	-	-	-
DISCOUNT	-	-	-	-
<b>TOTAL REVENUE</b>	<b>207,000</b>	<b>-</b>	<b>34</b>	<b>34</b>
<b>EXPENDITURES</b>				
COUNTY ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE 11/1/16	206,250	2,775	2,775	-
PRINCIPAL PREPAYMENT	-	-	75,000	(75,000)
MISCELLANEOUS EXPENSE	-	-	57,286	(57,286)
<b>TOTAL EXPENDITURES</b>	<b>206,250</b>	<b>2,775</b>	<b>135,061</b>	<b>(132,286)</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPEND.</b>	<b>750</b>	<b>(2,775)</b>	<b>(135,027)</b>	<b>(132,252)</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
BOND PROCEEDS A2	-	-	-	-
TRANSFER IN	-	-	2	2
TRANSFER OUT (USES)	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>2</b>
NET CHANGE IN FUND BALANCE	750	(2,775)	(135,025)	(132,250)
FUND BALANCE - BEGINNING	-	-	135,025	135,025
<b>FUND BALANCE - ENDING</b>	<b>\$ 750</b>	<b>\$ (2,775)</b>	<b>\$ -</b>	<b>\$ 2,775</b>

**Park Creek CDD**  
**Debt Service - Series 2014**  
**Statement of Revenue, Expenditures and Changes In Fund Balance**  
**For The Period From October 1, 2016 through August 31, 2017**

	<u>ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
<b>REVENUE</b>				
SPECIAL ON ROLL ASSESSMENT	\$ 98,811	\$ 80,117	\$ 94,143	\$ 14,026
SPECIAL OFF ROLL ASSESSMENT	125,524	69,289	-	(69,289)
OFF ROLL ASSESSMENT - DEVELOPER	-	-	1,000	1,000
OFF ROLL ASSESSMENT - LOT CLOSING	-	-	115,481	115,481
INTEREST--INVESTMENT	-	-	737	737
MISCELLANEOUS REVENUE	-	-	-	-
DISCOUNT	(9,347)	-	-	-
<b>TOTAL REVENUE</b>	<u>214,988</u>	<u>149,406</u>	<u>211,361</u>	<u>61,955</u>
<b>EXPENDITURES</b>				
COUNTY ASSESSMENT COLLECTION FEES	9,347	-	-	-
INTEREST EXPENSE 11/1/16	158,388	158,388	159,513	(1,125)
PRINCIPAL RETIREMENT	45,000	45,000	45,000	-
<b>TOTAL EXPENDITURES</b>	<u>212,735</u>	<u>203,388</u>	<u>204,513</u>	<u>(1,125)</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPEND.</b>	<u>2,253</u>	<u>(53,982)</u>	<u>6,848</u>	<u>60,830</u>
NET CHANGE IN FUND BALANCE	2,253	(53,982)	6,848	60,830
FUND BALANCE - BEGINNING	-	-	372,305	372,305
PRIOR PERIOD ADJUSTMENT	-	-	(40,600)	(40,600)
<b>FUND BALANCE - ENDING</b>	<u>\$ 2,253</u>	<u>\$ (53,982)</u>	<u>\$ 338,553</u>	<u>\$ 392,535</u>

**Park Creek CDD**  
**Capital Projects 2013A & 2014**  
**Statement of Revenue, Expenditures and Changes In Fund Balance**  
**For The Period From October 1, 2016 through August 31, 2017**

	<b>Capital Proj 2013A A1/A2 ACTUAL</b>	<b>Capital Proj 2014 2014A ACTUAL</b>
<b>REVENUE</b>		
DEVELOPER CONTRIBUTION	\$ -	\$ 95,992
INTEREST REVENUE	-	-
MISCELLANEOUS	-	-
<b>TOTAL REVENUE</b>	<u>-</u>	<u>95,992</u>
 <b>EXPENDITURES</b>		
CONSTRUCTION IN PROGRESS		95,992
OTHER	-	-
<b>TOTAL EXPENDITURES</b>	<u>-</u>	<u>95,992</u>
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	-	-
 <b>OTHER FINANCING SOURCES (USES)</b>		
TRANSFER-IN	-	
TRANSFER-OUT	(2)	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(2)</u>	<u>-</u>
 NET CHANGE IN FUND BALANCE	(2)	-
 <b>FUND BALANCE - BEGINNING</b>	10	1
 <b>FUND BALANCE - ENDING</b>	<u>\$ 8</u>	<u>\$ 1</u>



**Park Creek CDD**  
**Cash Reconciliation (Operating Accounts)**  
**August 31, 2017**

	<u>BU Account</u>
Balance Per Bank Statement	99,382.08
Less: Outstanding Checks	(19,257.83)
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 80,124.25</u></b>

Beginning Bank Balance Per Books	\$ 122,314.90
Cash Receipts	74.70
Cash Disbursements	(42,265.35)
<b><i>Balance Per Books</i></b>	<b><u>\$ 80,124.25</u></b>

**Park Creek CDD  
CHECK REGISTER  
FY 2017**

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSMT	BALANCE
<b>EOY</b>	<b>BALANCE</b>	<b>9-30-2016</b>		<b>44,248.30</b>	<b>30,218.39</b>	<b>14,677.72</b>
10/6/2016	ACH10062016	PAYCHEX	P/R Fees		62.25	14,615.47
10/6/2016	20022	Ira D Draper	BOS Mtg - 8/25/16		193.03	14,422.44
10/6/2016	20024DD	LORI PRICE	BOS Mtg - 8/25/16		183.45	14,238.99
10/6/2016	20023	Michael S. Lawson	BOS Mtg - 8/25/16		184.70	14,054.29
10/6/2016	ACH10062016	PAYCHEX	BOS Mtg - 8/25/16		93.05	13,961.24
10/13/2016		DEPOSIT	Key Fobs	45.00		14,006.24
10/14/2016		DEPOSIT	GF 2017-01	25,485.33		39,491.57
10/14/2016	2397	DPFG	CDD/Field Mgmt - October		4,208.33	35,283.24
10/14/2016	2398	Egis Insurance Advisors, LLC	Insurance FY 2017		21,277.00	14,006.24
10/20/2016		DEPOSIT	O & M (Shutts & Bowen)	974.14		14,980.38
10/24/2016	2400	BOCC	8/16-9/15 - 10316 Riverdale Rise Dr		106.32	14,874.06
10/24/2016	2401	Bright House	10/10-11/09 - Cable/Internet		154.28	14,719.78
10/24/2016	2402	Genesis	NPDES/Storm Drain-September		585.00	14,134.78
10/24/2016	2403	STEVE FAISON	Travel - September		303.10	13,831.68
10/24/2016	2404	TECO	Electricity		4,089.84	9,741.84
10/24/2016	2405	BOCC	Water Violation (8/11/16)		100.00	9,641.84
10/24/2016	2406	DPFG FIELD SERVICES, INC	Field P/R		934.00	8,707.84
10/24/2016	2407	HAMILTON ENGINEERING & SURVEYING, INC	Mitigation Maint		400.00	8,307.84
10/24/2016	2408	TAMPA BAY TIMES	Legal Ad		442.00	7,865.84
10/24/2016	2410	Grandview Botanicals Landscape Co.	Storm Clean Up		2,500.00	5,365.84
10/24/2016	2409	STRALEY ROBIN VERICKER	Legal svs		918.00	4,447.84
10/25/2016		HILLSBOROUGH TAX COLLECTOR	Tax Collections - Excess	2,145.96		6,593.80
<b>EOM</b>	<b>BALANCE</b>			<b>28,650.43</b>	<b>36,734.35</b>	<b>6,593.80</b>
11/2/2016	ACH11022016	PAYCHEX	P/R Fees		73.15	6,520.65
11/2/2016	20025	Ira D Draper	BOS Mtg - 10/4/16		184.70	6,335.95
11/2/2016	20027DD	LORI PRICE	BOS Mtg - 10/4/16		183.45	6,152.50
11/2/2016	20026	Michael S. Lawson	BOS Mtg - 10/4/16		184.70	5,967.80
11/2/2016	ACH11022016	PAYCHEX	BOS Mtg - 10/4/16		93.05	5,874.75
11/9/2016		Deposit	GF 2017-02	14,942.91		20,817.66
11/10/2016	2413	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint - October		7,808.41	13,009.25
11/10/2016	2414	AQUATIC SYSTEMS, INC	Lake & Pond Maint - October		320.00	12,689.25
11/10/2016	2415	FAULKNER ENGINEERING SERVICES, INC	Storm Crossing Repairs		342.00	12,347.25
11/10/2016	2416	Genesis	Storm Drain Clean Out		255.00	12,092.25
11/10/2016	2417	Grandview Botanicals Landscape Co.	Landscape		1,675.00	10,417.25
11/10/2016	2418	HALLELUJAH POOLS	Pool Maint - October		1,250.00	9,167.25
11/10/2016	2419	US BANK	Trustee Fees		3,232.50	5,934.75
11/10/2016	2420	VENTURESIN.COM, INC.	Web Site Hosting - October		60.00	5,874.75
11/11/2016	2421	Bright House	11/10-12/09 - Cable/Internet		154.28	5,720.47
11/11/2016	2422	Critical Intervention Services Inc	CCTV Monitoring - October		300.00	5,420.47
11/11/2016	2423	BOCC	Water		75.81	5,344.66
11/11/2016	2424	DPFG FIELD SERVICES, INC	9/25-10/22 - Field P/R		934.00	4,410.66
11/11/2016	2425	TERMINIX	Pest Control - October		53.00	4,357.66
11/11/2016	2426	VENTURESIN.COM, INC.	Web Site Hosting - November		60.00	4,297.66
11/14/2016		PAYCHEX	Deposit	20.90		4,318.56
11/16/2016		HILLSBOROUGH TAX COLLECTOR	Tax Collections - 11/1-11/13/16	13,201.76		17,520.32
11/20/2016		HILLSBOROUGH TAX COLLECTOR	Tax Collections - 11/14-11/20/16	52,381.24		69,901.56
11/23/2016		DEPOSIT	GF 2017-03	34,234.94		104,136.50
11/23/2016	2430	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint - November		7,481.69	96,654.81
11/23/2016	2431	AQUATIC SYSTEMS, INC	Lake & Pond Maint - November		320.00	96,334.81
11/23/2016	2432	Critical Intervention Services Inc	CCTV Monitoring - November		300.00	96,034.81
11/23/2016	2433	DPFG	CDD/Field Mgmt - November		4,208.33	91,826.48
11/23/2016	2434	Genesis	NPDES/Storm Drain		1,025.00	90,801.48
11/23/2016	2435	Grandview Botanicals Landscape Co.	Landscape		16,229.00	74,572.48
11/23/2016	2436	HALLELUJAH POOLS	Pool Maint - November		1,100.00	73,472.48
11/23/2016	2437	HAMILTON ENGINEERING & SURVEYING, INC	Mitigation Maint		400.00	73,072.48
11/23/2016	2438	TECO	Electricity		3,170.92	69,901.56
11/23/2016	2439	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing Fee		175.00	69,726.56
11/23/2016	2440	TECO	10/3-11/1 - 10650 Park Creek BI Lights		1,071.28	68,655.28
<b>EOM</b>	<b>BALANCE</b>			<b>114,781.75</b>	<b>52,720.27</b>	<b>68,655.28</b>
12/5/2016	2442	PARK CREEK CDD C/O US BANK	Tax Collection Distribution		32,558.23	36,097.05
12/7/2016		HILLSBOROUGH COUNTY TAX COLLECTOR	Tax Collections - 11/21-11/30/16	91,560.65		127,657.70

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DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSMT	BALANCE
12/9/2016	2443	DPFG	CDD/Field Mgmt - December		4,208.33	123,449.37
12/9/2016	2444	TAMPA BAY TIMES	Legal Ad		1,141.00	122,308.37
12/9/2016	2445	VENTURESIN.COM, INC.	Web Site Hosting - December		60.00	122,248.37
12/9/2016	2446	STEVE FAISON	Travel - October		297.78	121,950.59
12/9/2016	2447	Bright House	12/10-1/9 - Cable/Internet		154.28	121,796.31
12/9/2016	2448	DPFG	Posting & Tracking		2,500.00	119,296.31
12/9/2016	2449	DPFG FIELD SERVICES, INC	11/20-12/17 - Field P/R		892.00	118,404.31
12/9/2016	2450	Grandview Botanicals Landscape Co.	Landscaping PH 3/4		2,400.00	116,004.31
12/12/2016	2451	AQUATIC SYSTEMS, INC	Lake & Pond Maint - December		320.00	115,684.31
12/12/2016	2452	Critical Intervention Services Inc	CCTV Monitoring - December		300.00	115,384.31
12/12/2016	2453	Hillsborough County Public Utilities Dept	10/14-11/14 - 10316 Riverdale Rise Dr		106.32	115,277.99
12/12/2016	2454	STANTEC CONSULTING SERVICES	Engineering Svcs thru 11/11/16		108.00	115,169.99
12/12/2016	2455	STRALEY ROBIN VERICKER	Legal Svcs thru 11/15/16		630.10	114,539.89
12/12/2016	2456	TERMINIX	Pest Control - November		53.00	114,486.89
12/12/2016	2457	US BANK	Trustee Fees Series 2013		2,693.75	111,793.14
12/12/2016	2458	HAMILTON ENGINEERING & SURVEYING, INC	Mitigation Maint		400.00	111,393.14
12/15/2016		HILLSBOROUGH COUNTY TAX COLLECTOR	Tax Collections - 12/1-12/9/16	13,720.78		125,113.92
12/16/2016	2459	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint - December		7,484.36	117,629.56
12/16/2016	2460	H 2 Pool Services	Pool Maint - December		1,100.00	116,529.56
12/16/2016	2461	Poop 911	Pet Waste Removal		644.80	115,884.76
12/16/2016	2462	TECO	Electricity		3,918.72	111,966.04
12/16/2016	2463	Genesis	NPDES/Storm Drain		645.00	111,321.04
EOM BALANCE				105,281.43	62,615.67	111,321.04
1/4/2017		PARK CREEK CDD GF	Key Fobs	20.00		111,341.04
1/6/2017		HILLSBOROUGH COUNTY TAX COLLECTOR	Tax Collections - 12/10-12/31/16	211,195.42		322,536.46
1/10/2017		HILLSBOROUGH COUNTY TAX COLLECTOR	Tax Collection - Interest	36.57		322,573.03
1/11/2017	2465	PARK CREEK CDD C/O US BANK	Tax Collection Distribution		99,637.12	222,935.91
1/11/2017	2466	PARK CREEK CDD C/O US BANK	Tax Collection Distribution		52,239.85	170,696.06
1/11/2017	2467	Grandview Botanicals Landscape Co.	Bush Hog/Removal of Silt Fence		1,215.00	169,481.06
1/11/2017	2468	H 2 Pool Services	Pool Maint - January		1,100.00	168,381.06
1/11/2017	2469	HAMILTON ENGINEERING & SURVEYING, INC	Mitigation Maint - December		400.00	167,981.06
1/11/2017	2470	AQUATIC SYSTEMS, INC	Lake & Pond Maint - January		320.00	167,661.06
1/11/2017	2471	Bright House	1/10-2/9 - Cable/Internet		154.28	167,506.78
1/11/2017	2472	Critical Intervention Services Inc	CCTV Monitoring - January		300.00	167,206.78
1/11/2017	2473	DPFG	CDD/Field Mgmt - January		4,208.33	162,998.45
1/11/2017	2474	DPFG FIELD SERVICES, INC	12/18-1/14 - Field P/R		914.00	162,084.45
1/11/2017	2475	Hillsborough County Public Utilities Dept	11/14-12/13 - 10316 Riverdale Rise		70.99	162,013.46
1/11/2017	2476	LERNER REPORTING SERVICES, INC	Dissemination		6,500.00	155,513.46
1/11/2017	2477	STRALEY ROBIN VERICKER	Legal Svcs thru 12/15/16		244.65	155,268.81
1/11/2017	2478	TERMINIX	Pest Control - December		53.00	155,215.81
1/11/2017	2479	VENTURESIN.COM, INC.	Web Site Hosting - January		60.00	155,155.81
1/16/2017	2480	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint - January		9,795.85	145,359.96
1/16/2017	2481	Genesis	NPDES/Storm Drain - December		605.00	144,754.96
1/16/2017	2482	Poop 911	Pet Waste Removal		213.20	144,541.76
1/16/2017	2484	TECO	Eectricity		4,130.72	140,411.04
1/25/2017	2485	STEVE FAISON	Travel		381.95	140,029.09
1/26/2017	2487	AQUATIC SYSTEMS, INC	Lake & Pond Maint - January		450.00	139,579.09
1/30/2017	2489	Hillsborough County Public Utilities Dept	12/13-1/13 - 10316 Riverdale Rise Dr		66.17	139,512.92
1/30/2017	2490	STRALEY ROBIN VERICKER	Legal Svcs thru 1/15/17		268.45	139,244.47
1/30/2017	2491	TERMINIX	Pest Control - January		53.00	139,191.47
1/31/2017			Reclass other to Cash-GF	32.71		139,224.18
EOM BALANCE				211,284.70	183,381.56	139,224.18
2/1/2017	2493	DPFG	CDD Mgmt - February		4,208.33	135,015.85
2/1/2017		PARK CREEK CDD - GF	Key Fobs	30.00		135,045.85
2/3/2017		SHUTTS & BOWEN LLP	O & M (Shutts & Bowen)	50,585.16		185,631.01
2/3/2017		Hillsborough County	Tax Collections - 1/1-1/31/17	85,605.38		271,236.39
2/9/2017	2494	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Sod		1,056.00	270,180.39
2/9/2017	2495	AQUATIC SYSTEMS, INC	Lake Maint - February		320.00	269,860.39
2/9/2017	2496	Bright House	2/10-3/9 - Cable/Internet		154.28	269,706.11
2/9/2017	2497	Critical Intervention Services Inc	CCTV Monitoring - Februiary		300.00	269,406.11
2/9/2017	2498	Hillsborough County	Inspection - Routine		55.00	269,351.11
2/9/2017		DUNE FI LAND I SUB, LLC	O & M FY 2016 (Dune FI Land I Sub LLC	5,136.13		274,487.24
2/17/2017	2499	H 2 Pool Services	Pool Maint - February		1,500.00	272,987.24
2/17/2017	2500	STEVE FAISON	Travel - January		226.32	272,760.92

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DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSMT	BALANCE
2/17/2017	2501	TECO	Electricity		4,467.27	268,293.65
2/17/2017	2502	PARK CREEK CDD C/O US BANK	Tax Distribution c/o US Bank		26,954.84	241,338.81
2/17/2017	2503	PARK CREEK CDD C/O US BANK	Tax Distribution c/o US Bank		14,132.46	227,206.35
2/27/2017	2504	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint - February		8,830.05	218,376.30
2/27/2017	2505	Cistech Inc.	Pool Gate Service Call		166.00	218,210.30
2/27/2017	2506	DPFG FIELD SERVICES, INC	1/15-2/11 - Field P/R		914.00	217,296.30
2/27/2017	2507	Genesis	NPDES - Jan & Storm Drain		895.00	216,401.30
2/27/2017	2508	H2 POWER CLEAN LLC	Pressure Wash Clubhouse		1,125.00	215,276.30
2/27/2017	2509	VENTURESIN.COM, INC.	Web Site Hosting - February		60.00	215,216.30
<b>EOM</b>	<b>BALANCE</b>			<b>141,356.67</b>	<b>65,364.55</b>	<b>215,216.30</b>
3/1/2017	2510	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - March		4,208.33	211,007.97
3/7/2017		HILLSBOROUGH COUNTY TAX COLLECTOR	Tax Collections 2/1-2/28/17	4,392.14		215,400.11
3/8/2017		PARK CREEK CDD	Rentals/Misc	190.00		215,590.11
3/14/2017	2512	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint - March		8,548.70	207,041.41
3/14/2017	2513	Bright House	3/10-4/9 - Cable/Internet		154.28	206,887.13
3/14/2017	2514	Critical Intervention Services Inc	CCTV Monitoring - March		300.00	206,587.13
3/14/2017	2515	Hillsborough County Public Utilities Dept	1/13-2/14 - 10316 Riverdale Rise Dr		86.25	206,500.88
3/14/2017	2516	TERMINIX	Pest Control - February		53.00	206,447.88
3/20/2017	2517	AQUATIC SYSTEMS, INC	Lake & Pond Maint - March		320.00	206,127.88
3/20/2017	2518	DPFG FIELD SERVICES, INC	2/12-3/25 - Field P/R		1,269.30	204,858.58
3/20/2017	2519	Genesis	NPDES/Storm Drain		695.00	204,163.58
3/20/2017	2520	H 2 Pool Services	Pool Maint		1,100.00	203,063.58
3/20/2017	2521	Metro Development Group, LLC	Oct-Dec - Phone Reimbursement		33.06	203,030.52
3/20/2017	2522	Poop 911	Pet Waste Removal - February		283.40	202,747.12
3/20/2017	2523	STRALEY ROBIN VERICKER	Legal Svcs thru 2/15/17		175.00	202,572.12
3/20/2017	2524	TECO	Electricity		3,626.08	198,946.04
3/20/2017	2525	VENTURESIN.COM, INC.	Web Site Hosting - March		60.00	198,886.04
3/22/2017	2526	STEVE FAISON	Travel - February		171.46	198,714.58
3/24/2017	2527	PARK CREEK CDD C/O US BANK	Tax Distribution c/o US Bank		1,382.70	197,331.88
3/24/2017	2528	PARK CREEK CDD C/O US BANK	Tax Distribution c/o US Bank		724.95	196,606.93
3/29/2017	2529	Grandview Botanicals Landscape Co.	Cut & Remove (2) Dead Trees		450.00	196,156.93
3/29/2017	2530	Hillsborough County Public Utilities Dept	2/14-3/15 - 10316 Riverdale Rise Dr		80.64	196,076.29
3/29/2017	2531	Poop 911	Pet Waste Removal - December		215.80	195,860.49
3/29/2017	2532	STRALEY ROBIN VERICKER	Legal Svcs thru 3/15/17		359.90	195,500.59
3/29/2017	2533	TERMINIX	Pest Control		53.00	195,447.59
3/29/2017		PARK CREEK CDD	Key Fobs	30.00		195,477.59
3/30/2017		HAMILTON ENGINEERING	Refund	800.00		196,277.59
<b>EOM</b>	<b>BALANCE</b>			<b>5,412.14</b>	<b>24,350.85</b>	<b>196,277.59</b>
4/1/2017	2534	Critical Intervention Services Inc	CCTV - April		300.00	195,977.59
4/1/2017	2535	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - April		4,208.33	191,769.26
4/3/2017		US BANK	VOID: Bond	-		191,769.26
4/3/2017	2536	Dune FL Land 1, LLC	Bond		57,274.19	134,495.07
4/3/2017		US BANK	Deposit	57,274.19		191,769.26
4/6/2017		HILLSBOROUGH COUNTY TAX COLLECTOR	3/1-3/31 - Tax Collections	24,844.14		216,613.40
4/6/2017	2537	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint - April		8,696.89	207,916.51
4/6/2017	2538	AQUATIC SYSTEMS, INC	Lake & Pond Maint - April		320.00	207,596.51
4/6/2017	2539	DPFG FIELD SERVICES, INC	3/26-4/22 - Field P/R		1,097.00	206,499.51
4/6/2017	2540	Genesis	NPDES/Storm Drain		689.80	205,809.71
4/6/2017	2541	H 2 Pool Services	Pool Maint - April		1,100.00	204,709.71
4/6/2017	2542	VENTURESIN.COM, INC.	Web Site Hosting - April		60.00	204,649.71
4/12/2017	2544	Bright House	4/10-5/09 - Cable/Internet		154.28	204,495.43
4/12/2017	2545	Genesis	Storm Drain - April		105.90	204,389.53
4/12/2017	2546	Poop 911	Pet Waste Removal - March		283.40	204,106.13
4/12/2017	2547	TECO	Electricity		4,422.48	199,683.65
4/14/2017	ACH04142017	PAYCHEX	P/R Fee		122.25	199,561.40
4/14/2017	20028	Ira D Draper	BOS Mtg - 4/4/17		184.70	199,376.70
4/14/2017	20030	LORI PRICE	BOS Mtg - 4/4/17		183.87	199,192.83
4/14/2017	20029	Michael S. Lawson	BOS Mtg - 4/4/17		184.70	199,008.13
4/14/2017	ACH04142017	PAYCHEX	BOS Mtg - 4/4/17		92.63	198,915.50
4/18/2017	2548	PARK CREEK CDD C/O US BANK	Tax Distribution c/o US Bank		7,821.24	191,094.26
4/18/2017	2549	PARK CREEK CDD C/O US BANK	Tax Distribution c/o US Bank		4,100.69	186,993.57
4/18/2017	2550	American Access Control, Inc.	Gate Repairs		272.00	186,721.57
4/18/2017	2551	STEVE FAISON	Travel - March		301.35	186,420.22
4/20/2017	2553	FLORIDA DEPT OF REVENUE	1st Qtr Sales Tax 17		7.00	186,413.22

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FY 2017

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSMT	BALANCE
4/20/2017		US BANK - TRUSTEE	Bond Redeem	11.52		186,424.74
4/24/2017	2554	American Access Control, Inc.	Gate Repairs		272.00	186,152.74
4/24/2017	2555	Genesis	Storm Drain		45.00	186,107.74
4/24/2017	2556	Hillsborough County Public Utilities Dept	3/15-4/12 - 10316 Riverdale Rise Dr		103.91	186,003.83
4/24/2017	2557	TERMINIX	Pest Control - April		53.00	185,950.83
4/24/2017		PARK CREEK CDD	Deposit	60.00		186,010.83
4/25/2017	2558	Genesis	Storm Drain		45.00	185,965.83
4/25/2017		PARK CREEK CDD	Key Fobs	80.00		186,045.83
<b>EOM</b>	<b>BALANCE</b>			<b>82,269.85</b>	<b>92,501.61</b>	<b>186,045.83</b>
5/1/2017	2559	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - May		4,208.33	181,837.50
5/2/2017	2560	Critical Intervention Services Inc	CCTV Monitoring - May		300.00	181,537.50
5/2/2017	2561	Genesis	NPDES/Storm Drain		525.00	181,012.50
5/2/2017	2562	Grandview Botanicals Landscape Co.	Mow Ponds Ph 1 & 2 - April/Easements		1,175.00	179,837.50
5/2/2017	2563	VENTURESIN.COM, INC.	Web Site Hosting - May		60.00	179,777.50
5/2/2017	2564	AQUATIC SYSTEMS, INC	Lake & Pond Maint - May		320.00	179,457.50
5/8/2017		HILLSBOROUGH COUNTY TAX COLLECTOR	4/1-4/30 - Tax Collections	71,183.64		250,641.14
5/9/2017	2565	DPFG FIELD SERVICES, INC	4/23-5/20 - Field P/R		891.50	249,749.64
5/9/2017	2566	H 2 Pool Services	Pool Maint - May		1,100.00	248,649.64
5/9/2017	2567	STRALEY ROBIN VERICKER	Legal Svcs thru 4/15/17		367.50	248,282.14
5/9/2017	2569	Dune FI Land I Sub, LLC	2013A-2		11.52	248,270.62
5/9/2017	2570	PARK CREEK CDD C/O US BANK	Tax Collection Distribution c/o US Bank		22,409.49	225,861.13
5/9/2017	2571	PARK CREEK CDD C/O US BANK	Tax Collection Distribution c/o US Bank		11,749.32	214,111.81
5/9/2017	ACH05092017	PAYCHEX	P/R Fees		55.50	214,056.31
5/9/2017	20031	Ira D Draper	BOS Mtg - 5/2/17		184.70	213,871.61
5/9/2017	20033DD	LORI PRICE	BOS Mtg - 5/2/17		183.87	213,687.74
5/9/2017	20032	Michael S. Lawson	BOS Mtg - 5/2/17		184.70	213,503.04
5/9/2017	ACH05092017	PAYCHEX	BOS Mtg - 5/2/17		92.63	213,410.41
5/9/2017		PARK CREEK CDD	Key Fobs	20.00		213,430.41
5/10/2017	2568	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Irrigation Repairs		8,770.15	204,660.26
5/10/2017	2572	Poop 911	Pet Waste Removal - April		283.40	204,376.86
5/12/2017	2574	Bright House	5/10-6/09 - Cable/Internet		154.28	204,222.58
5/12/2017	2575	DIBARTOLOMEO, McBEE, HARTLEY & BARN	Audit FY 2016		2,350.00	201,872.58
5/15/2017	2576	TECO	41-5/3 Electricity		4,613.80	197,258.78
5/16/2017		PARK CREEK CDD	Key Fobs	30.00		197,288.78
5/19/2017		Hillsborough County	Interest	26.70		197,315.48
5/23/2017	2577	Grandview Botanicals Landscape Co.	Sod/Irrigation		6,150.00	191,165.48
5/23/2017	2578	Hillsborough County Public Utilities Dept	4/12-4/11 - 10316 Riverdale Rise Dr		120.03	191,045.45
5/23/2017	2579	TERMINIX	Pest Control - May		53.00	190,992.45
5/23/2017	2580	FLORIDA DEPT OF HEALTH-HILLSBOROUGH CTY	Pool Permit		275.00	190,717.45
5/25/2017		PARK CREEK CDD	Key fobs	10.00		190,727.45
5/31/2017	2581	STEVE FAISON	Travel - April		169.22	190,558.23
<b>EOM</b>	<b>BALANCE</b>			<b>71,270.34</b>	<b>66,757.94</b>	<b>190,558.23</b>
6/1/2017	2582	DPFG MANAGEMENT & CONSULTING, LLC	CDD Mgmt - June		4,208.33	186,349.90
6/2/2017	2583	AQUATIC SYSTEMS, INC	Lake & Pond Maint - June		320.00	186,029.90
6/2/2017	2584	Critical Intervention Services Inc	CCTV Monitoring - June		300.00	185,729.90
6/2/2017	2585	DPFG FIELD SERVICES, INC	5/21-6/17 - Field P/R		1,507.00	184,222.90
6/2/2017	2586	Grandview Botanicals Landscape Co.	Mowing & Landscape Misc		4,275.00	179,947.90
6/2/2017	2587	H 2 Pool Services	Pool Maint - June		1,100.00	178,847.90
6/2/2017	2588	STRALEY ROBIN VERICKER	Legal Svcs thru 5/15/17		216.00	178,631.90
6/2/2017	2589	TAMPA BAY TIMES	Legal Ad		308.00	178,323.90
6/2/2017	2590	VENTURESIN.COM, INC.	Web Site Hosting - June		60.00	178,263.90
6/6/2017	2591	Metro Development Group, LLC	Cell Reimbursement		33.11	178,230.79
6/8/2017		HILLSBOROUGH COUNTY TAX COLLECTOR	5/1-5/31 - Tax Collections	2,284.57		180,515.36
6/12/2017	2592	Bright House	6/10-7/09 - Cable/Internet		154.28	180,361.08
6/12/2017	2593	Grandview Botanicals Landscape Co.	Mowing Retention/Common Areas		1,675.00	178,686.08
6/12/2017	2594	HAMILTON ENGINEERING & SURVEYING, INC	Mitigation Monitoring		750.00	177,936.08
6/12/2017	2595	Poop 911	Pet Waste Removal - May		283.40	177,652.68
6/12/2017	2596	STANTEC CONSULTING SERVICES	Engineering Svcs thru 5/19/17		194.75	177,457.93
6/19/2017		PARK CREEK CDD	Key Fobs	10.00		177,467.93
6/20/2017	2598	TECO	5/3-6/2 Electricity		1,856.68	175,611.25
6/20/2017	2599	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint - June		9,139.23	166,472.02
6/21/2017	2600	Grandview Botanicals Landscape Co.	Tree Removal		850.00	165,622.02
6/22/2017	2601	American Access Control, Inc.	Service Call - Gate		272.00	165,350.02
6/22/2017	2602	Cistech Inc.	Replace Lock		160.00	165,190.02

# CHECK REGISTER

FY 2017

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSMT	BALANCE
6/23/2017	2603	Hillsborough County Public Utilities Dept	5/11-6/13 - 10316 Riverdale Rise Dr		120.03	165,069.99
6/23/2017	2604	TERMINIX	Pest Control - June		53.00	165,016.99
6/26/2017	2605	TECO	5/3-6/1 Streetlighting		2,813.99	162,203.00
6/26/2017	2606	Business Observer	Legal Ad		78.63	162,124.37
6/26/2017	2607	STRALEY ROBIN VERICKER	Legal Svcs thru 6/15/17		2,034.00	160,090.37
6/30/2017	ACH20170628	PAYCHEX	P/R Fees		55.50	160,034.87
6/30/2017	20034	Ira D Draper	BOS Mtg - 6/7/17		184.70	159,850.17
6/30/2017	20036	THEODORE SANDERS	BOS Mtg - 6/7/17		184.70	159,665.47
6/30/2017	20035DD	LORI PRICE	BOS Mtg - 6/7/17		183.87	159,481.60
6/30/2017	ACH6302017	PAYCHEX	BOS Mtg - 6/7/17		92.63	159,388.97
<b>EOM</b>	<b>BALANCE</b>			<b>2,294.57</b>	<b>33,463.83</b>	<b>159,388.97</b>
7/1/2017	2608	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - July		4,208.33	155,180.64
7/5/2017	2609	AQUATIC SYSTEMS, INC	Lake & Pond Maint - July		320.00	154,860.64
7/5/2017	2610	VENTURESIN.COM, INC.	Web Site Hosting - July		60.00	154,800.64
7/6/2017		PARK CREEK CDD	Key Fobs	20.00		154,820.64
7/10/2017	2611	PARK CREEK CDD C/O US BANK	Tax Distribution c/o US Bank		727.62	154,093.02
7/10/2017	2612	PARK CREEK CDD C/O US BANK	Tax Distribution c/o US Bank		381.48	153,711.54
7/13/2017	2613	Bright House	7/10-8/9 - Cable/Internet		154.28	153,557.26
7/13/2017	2614	Critical Intervention Services Inc	CCTV Monitoring - July		300.00	153,257.26
7/13/2017	2615	DPFG FIELD SERVICES, INC	6/18-7/15 - Field P/R		1,507.00	151,750.26
7/13/2017	2616	DPFG MANAGEMENT & CONSULTING, LLC	Mass Mailing (Assessments)		375.05	151,375.21
7/13/2017	2617	FLORIDA RESERVE STUDY AND APPRAISAL, INC	Reserve Study		3,200.00	148,175.21
7/13/2017	2619	Poop 911	Pet Waste Removal - June		283.40	147,891.81
7/14/2017	2620	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint - July		10,853.36	137,038.45
7/14/2017	2621	H 2 Pool Services	Pool Maint July		2,000.00	135,038.45
7/14/2017	2622	TECO	Electricity		4,412.89	130,625.56
7/17/2017	2623	STEVE FAISON	Travel - May		213.57	130,411.99
7/17/2017		PARK CREEK CDD	Key Fobs	30.00		130,441.99
7/19/2017	ACH07192017	Deluxe Bus Systems	Checks		103.58	130,338.41
7/21/2017		Hillsborough County	Tax Collections - Interest	20.35		130,358.76
7/27/2017	2625	PARK CREEK CDD C/O US BANK	Tax Collection Distribution		6.41	130,352.35
7/27/2017	2626	PARK CREEK CDD C/O US BANK	Tax Collection Distribution		3.35	130,349.00
7/27/2017	ACH20170727	PAYCHEX	P/R Fees		10.00	130,339.00
7/28/2017	2627	ALAMO GUARD PATROL	6/16-7/23 Security Guard		3,353.25	126,985.75
7/28/2017	2628	Business Observer	Legal Ad		63.75	126,922.00
7/28/2017	2629	Critical Intervention Services Inc	CCTV Monitoring - August		300.00	126,622.00
7/28/2017	2630	Grandview Botanicals Landscape Co.	Mowing Common Areas PH 3 - July		500.00	126,122.00
7/28/2017	2631	Hillsborough County Public Utilities Dept	6/13-7/15 - 10316 Riverdale Rise Dr		138.61	125,983.39
7/28/2017	2632	Onsight Signage & Visual Solutions	Dog Stations		2,176.80	123,806.59
7/28/2017	2633	STANTEC CONSULTING SERVICES	Engineering Svcs thru 7/7/17		1,044.50	122,762.09
7/28/2017	2634	STRALEY ROBIN VERICKER	Legal Svcs thru 7/15/17		372.50	122,389.59
7/28/2017	2635	TERMINIX	Pest Control		53.00	122,336.59
7/28/2017	2636	VENTURESIN.COM, INC.	Domain Name Renewal		16.99	122,319.60
7/31/2017		BANK UNITED	Service Charge		4.70	122,314.90
<b>EOM</b>	<b>BALANCE</b>			<b>70.35</b>	<b>37,144.42</b>	<b>122,314.90</b>
8/1/2017	2637	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Field Mgmt - August		4,208.33	118,106.57
8/1/2017		BANK UNITED	Reverse Service Charge	4.70		118,111.27
8/2/2017	2638	Baker Well Drilling Inc	Pump Starting System		2,216.00	115,895.27
8/2/2017	2639	Grandview Botanicals Landscape Co.	Mowing Retention Pond - July		1,175.00	114,720.27
8/2/2017	2640	Metro Development Group, LLC	Cell Phone Reimbursement (Faison)		33.34	114,686.93
8/2/2017	2641	PATRICK LARRABEE	Travel - June		44.61	114,642.32
8/2/2017	2642	Metro Development Group, LLC	Cell Phone Reimbursement (Larrabee)		20.31	114,622.01
8/2/2017	2644	DPFG FIELD SERVICES, INC	7/16-8/12 - Field P/R		1,996.00	112,626.01
8/9/2017	2645	ALAMO GUARD PATROL	7/14-7/16 - Pool Monitoring		513.00	112,113.01
8/9/2017	2646	American Access Control, Inc.	Repair Gate		272.00	111,841.01
8/9/2017	2647	Bright House	8/10-9/9 - Cable/Internet		154.28	111,686.73
8/9/2017	2648	H 2 Pool Services	Pool Maint - August		1,550.00	110,136.73
8/9/2017	2649	H2O POWER CLEAN LLC	Pressure Wash - Qtrly		685.00	109,451.73
8/9/2017	2650	HAMILTON ENGINEERING & SURVEYING, INC	Mitigation Maint - June		400.00	109,051.73
8/9/2017	2651	Poop 911	Pet Waste Removal - July		283.40	108,768.33
8/9/2017	2652	VENTURESIN.COM, INC.	Web Site Hosting - August		60.00	108,708.33
8/9/2017	20037	Ira D Draper	BOS Mtg - 7/11/17		184.70	108,523.63
8/9/2017	20038	LORI PRICE	BOS Mtg - 7/11/17		183.87	108,339.76
8/9/2017	20039DD	Michael S. Lawson	BOS Mtg - 7/11/17		184.70	108,155.06

# CHECK REGISTER

FY 2017

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSMT	BALANCE
8/9/2017	ACH08112017	PAYCHEX	BOS Mtg - 7/11/17		92.63	108,062.43
8/9/2017	ACH20170809	PAYCHEX	P/R Fees		55.50	108,006.93
8/14/2017	2653	ALL AMERICAN LAWN & TREE SPECIALIST, INC	Landscape Maint- August		8,780.09	99,226.84
8/14/2017	2654	AQUATIC SYSTEMS, INC	Lake & Pond Maint - August		479.00	98,747.84
8/14/2017	2655	TECO	7/2-8/2 Electricity & Streetlights		4,661.02	94,086.82
8/16/2017	ACH20170816	PAYCHEX	P/R Fees		55.50	94,031.32
8/17/2017		PARK CREEK CDD	Key Fobs	70.00		94,101.32
8/18/2017	2657	Sandtrail M Feet	Refund		100.00	94,001.32
8/18/2017	20040	Ira D Draper	BOS Mtg - 8/8/17		184.70	93,816.62
8/18/2017	20042DDC	LORI PRICE	BOS Mtg - 8/8/17		183.87	93,632.75
8/18/2017	20041	Michael S. Lawson	BOS Mtg - 8/8/17		184.70	93,448.05
8/18/2017	ACH08182017	PAYCHEX	BOS Mtg - 8/8/17		92.63	93,355.42
8/21/2017	2658	ALAMO GUARD PATROL	8/4-8/6, 8/11-8/13 - Security		1,026.00	92,329.42
8/22/2017	2659	ALAMO GUARD PATROL	8/18-8/20 - Security Officer		513.00	91,816.42
8/22/2017	2660	Grandview Botanicals Landscape Co.	Mowing Retention Ponds PH 1 & 2 - August		1,175.00	90,641.42
8/23/2017	2661	Onsight Signage & Visual Solutions	Trash Cans		2,851.50	87,789.92
8/28/2017	2662	Cistech Inc.	Access Control Upgrade		3,810.72	83,979.20
8/28/2017	2663	Hillsborough County Public Utilities Dept	7/15-8/14 - 10316 Riverdale Rise Dr		107.88	83,871.32
8/28/2017	2664	STEVE FAISON	Travel - June		20.38	83,850.94
8/28/2017	2665	TERMINIX	Pest Control - August		53.00	83,797.94
8/28/2017	2666	PATRICK LARRABEE	Travel - July		310.19	83,487.75
8/28/2017	2667	ALAMO GUARD PATROL	8/25-8/27 - Security Guard		513.00	82,974.75
8/30/2017	2668	STRALEY ROBIN VERICKER	Legal Svcs thru 8/15/17		577.00	82,397.75
8/31/2017	2669	DPFG FIELD SERVICES, INC	8/13-9/23 - Field P/R		2,273.50	80,124.25
EOM	BALANCE			74.70	42,265.35	80,124.25

**EXHIBIT 3.**





**PUBLIC ENTITY  
COMMON AGREEMENT DECLARATIONS**

**Agreement Number: 100116235**

**NAMED COVERED PARTY AND MAILING ADDRESS:**

**Park Creek Community Development District  
c/o Development Planning & Financing Group**

**1060 Maitland Center Commons Blvd., Suite 340  
Maitland, FL 32751**

**AGREEMENT PERIOD:** From: October 1, 2016 To: October 1, 2017  
At 12:01 a.m. Standard Time at your mailing address shown above

In return for the payment of the premium, and subject to all the terms and conditions of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART	PREMIUM
General Liability	Included
Property	Included
Inland Marine	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Employment Practices Liability	Included
Public Officials Liability	Included
Crime	Not Included
Total	\$21,277

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003.

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Countersigned: October 11, 2016  
Date

By:   
Authorized Representative



**PUBLIC ENTITY  
COMMON AGREEMENT CONDITIONS**

All Coverage Forms and general endorsements included in this Coverage Agreement are subject to the following conditions:

**A. CANCELLATION**

1. The first named Covered Party shown in the Declarations may cancel this Coverage Agreement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Coverage Agreement by mailing or delivering to the first named Covered Party written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first named Covered Party's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage Agreement period will end on that date.
5. If this Coverage Agreement is cancelled, we will send the first named Covered Party any premium refund due. If we cancel, the refund will be pro rata, subject to H. Minimum Earned Premium. If the first named Covered Party cancels, the refund may be less than pro rata, subject to H. Minimum Earned Premium.
6. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.
8. Failure of the Covered Party to make timely payment of premium shall be considered a request by the Covered Party for Florida Insurance Alliance to cancel on the Covered Party's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Covered Party remits and Florida Insurance Alliance receives the full premium within 10 days after the date of issuance of the cancellation notice.

**B. CHANGES**

This Coverage Agreement contains all the agreements between you and us concerning the coverage afforded. The first named Covered Party shown in the Declarations is authorized to make changes in the terms of this Coverage Agreement with our consent.

This Coverage Agreement's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Agreement.

**C. CONTROL OF PROPERTY**

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Agreement.

**D. COORDINATION OF COVERAGES**

In the event a single claim or suit triggers coverage under more than one coverage part, the most we

will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

**E. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this Coverage Agreement at any time during the Coverage Agreement period and up to three years afterward.

**F. INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**G. LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this Coverage Agreement without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Coverage Agreement.

**H. MINIMUM EARNED PREMIUM**

In the event of cancellation of this Coverage Agreement or any individual line of coverage within this Coverage Agreement by the Covered Party, a minimum premium of 25% of written premium for the Coverage Agreement or for the individual line of coverage therein shall become earned, subject to any provision of the Coverage Agreement to the contrary notwithstanding.

**I. OTHER COVERAGE OR INSURANCE**

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Agreement. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

1. The proportion that the Limit of Coverage of our Coverage Agreement bears to the total of the limits of all the Coverage Agreements and policies covering on the same basis; or
2. The amount retained by Florida Insurance Alliance when Florida Insurance Alliance is a named insured on reinsurance or excess of loss coverage purchased on behalf of its members; or

Additionally, in the event an occurrence exhausts a limit purchased by Florida Insurance Alliance on behalf of multiple members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by member.

The administrator for by Florida Insurance Alliance will retain reinsurance or excess of loss coverage policies purchased on behalf of its members.

**J. PREMIUMS**

The first named Covered Party shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**K. SUBROGATION**

In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

**L. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT**

Your rights and duties under this Coverage Agreement may not be transferred without our written consent.

**M. DUTY TO DEFEND**

Florida Insurance Alliance shall have the right and duty to defend any covered claim brought against the Covered Party even if such claim is groundless, false or fraudulent. The Covered Party shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without the prior written consent of Florida Insurance Alliance, and Florida Insurance Alliance has the right to appoint counsel and to make such investigation and defense of a covered claim as it deems necessary.



**PUBLIC ENTITY  
COVERAGE AGREEMENT FORM LIST**

COVERED PARTY: Park Creek Community Development District  
AGREEMENT NO: 100116235

**Form Name**

FIA 001 (10 16) - Common Agreement Declarations  
FIA 002 (10 16) - Common Agreement Conditions  
FIA 003 (10 16) - Coverage Agreement Forms List  
FIA 030 (10 16) - General Liability Declarations  
FIA 040 (10 16) - Public Officials' Liability and Employment Practices Declarations  
FIA 050 (10 16) - Automobile Liability Declarations  
FIA 100 (10 16) - Property and Inland Marine Coverage Form  
FIA 300 (10 16) - General Liability - Coverage Form  
FIA 303 (10 16) - General Liability - Employee Benefits Liability Coverage  
FIA 305 (10 16) - General Liability - FIA Endorsement  
FIA 306 (10 16) - General Liability – Deductible Coverage  
FIA 400 (10 16) - Public Officials' Liability and Employment Practices Liability Coverage Form  
FIA 405 (10 16) - Extra Contractual Legal Expense Coverage Endorsement  
FIA 410 (10 16) - Media Content Services, Network Security, and Privacy Liability Endorsement  
FIA 500 (10 16) - Automobile Liability Coverage Form  
FIA 501 (10 16) - Automobile Liability – Florida Endorsement  
FIA 506 (10 16) - Automobile Liability – Deductible Liability Coverage  
FIA 509 (10 16) - Florida Personal Injury Protection  
FIA 511 (10 16) - Pollution Liability – Broadened Coverage For Covered Autos  
FIA 600 (10 16) - Automobile and General Liability - Nuclear Energy Liability Exclusion Endorsement  
FIA 602 (10 16) - Automobile and General Liability - Automatic Additional Covered Parties  
Schedules



### **PROPERTY RISK DETAILS**

**TYPE:** All Risks of Direct Physical Loss or Damage including Flood, and Earthquake and Boiler Explosion, Electrical and Machinery Breakdown as more fully defined herein.

It is agreed to include automatically under this Insurance the interest of additional Named Insured's and mortgagees and loss payees where applicable without advice.

**INTEREST:** Real and Personal Property and Business Interruption as more fully defined herein.

**DEDUCTIBLES:** \$2,500 Per Occurrence Building & Contents and Extensions of Coverage.

Named Storm:

3 % of Total Insured Values per building, including vehicle values, at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.

Flood:

Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 3 % of the Total Insured Value at each affected location whichever the greater.

All other Flood:

\$2,500 any one occurrence

Earth Movement:

\$2,500 any one occurrence

**CONDITIONS  
CONTINUED:** Notification of Claims to:  
Egis Insurance & Risk Advisors  
101 Plaza Real South, Suite 216  
Boca Raton, Florida 33432

War and Terrorism Exclusion as contained within the contract document herein.

Radioactive Contamination Exclusion as contained within the contract document herein  
LMA5092 U.S. Terrorism Risk Insurance Act of 2002 as amended not purchased Clause -  
as attached

Conformity Clause – as attached

Cancellation Clause - as attached

**NOTICES:** LSW1661 Florida Guaranty Acts Notice (Surplus Lines) – as attached  
LSW1662 Florida Rates and Forms Notice - as attached LSW1135b Lloyd's Privacy Policy Statement – as attached

**CHOICE OF LAW & JURISDICTION:** This insurance shall be governed by and construed in accordance with the Laws of the State of Florida.

Jurisdiction as per the Service of Suit Clause as attached, naming Mendes & Mount, 750 Seventh Avenue, New York, N.Y. 10019-6829

**SURPLUS LINES:** THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

01/10/09  
LSW1661

SURPLUS LINES INSURERS' POLICY RATES  
AND FORMS ARE NOT APPROVED BY ANY FLORIDA  
REGULATORY AGENCY.  
01/10/09

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## **PROPERTY AND INLAND MARINE COVERAGE FORM**

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words you and your refer to the Named Insured Party(ies) shown in the Declarations. The words we, us and our refer to the Insurers providing this Coverage Agreement.

### **SECTION I - COVERAGE AGREEMENTS**

#### **A. Coverage Agreement**

We will pay, subject to all the terms and conditions of this Coverage Agreement, for direct physical loss to **covered property** as a result of an **occurrence**, unless excluded.

This Coverage Agreement will also include any endorsements added by agreement between you and us. Coverage is provided at those locations and for those coverages and **limits of liability** shown on the **Schedule of the Declarations**. Extensions of coverage, sublimits of liability and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of liability.

Terms in **bold-faced type** have special meanings in this Coverage Agreement. They are defined in DEFINITIONS. These definitions apply to this entire Coverage Agreement, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

#### **B. Coverages**

We will provide the following coverages if they are marked with an "X". Coverages will be provided in accordance with the terms and conditions of this Coverage Agreement. Terms that apply only to individual coverage forms will be set forth in those forms. This Coverage Agreement provides coverage on an **actual cash value** basis for **Real property**, **Inland marine** and **Personal property** unless **replacement cost** coverage is marked with an "X".

(X) **Real Property**

(X) **Replacement cost**

(X) **Personal property**

(X) **Replacement cost**

(X) **Inland marine**

( ) **Replacement cost**

(X) Loss of **Business Income**, up to the limit shown in the DECLARATIONS

(X) Additional Expense, up to the limit shown in the DECLARATIONS

### C. Limits of Liability

Subject to all Terms and Conditions of the Coverage Agreement the most we will pay for all loss, damage or costs to **Real Property** and **Personal Property** in any one **occurrence** is the applicable **limits of liability** shown in the property declaration. The blanket limit of insurance shown in the property declaration applies to all **Real Property** and **Personal Property** unless a separate limit, lower limit or reduced amount of insurance is indicated elsewhere in the Coverage Agreement. It is also agreed that any location listed on the **Schedule of DECLARATIONS** with no value (USD 0) is not covered by the property coverage agreement.

### D. Deductible(s)

Your deductibles for this agreement will be according to the terms of the following paragraphs, and information in the DECLARATIONS.

1. Unless shown differently on this form or any endorsement, we will not pay unless a **covered** loss from any one **occurrence** exceeds the amount shown on this form or any endorsement. We will then pay for the excess, up to any other applicable limit of liability. If a **covered** loss involves two or more deductibles, we will only use the largest of the applicable deductibles.

#### 2. **Earth movement** Deductible

- (a) We will not pay for an **earth movement** loss within a state or at a location shown on EARTH MOVEMENT COVERAGE form until the loss exceeds the deductible shown on the **Earth movement** Schedule of this endorsement. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability in any one **occurrence**.

- (b) A deductible of USD 2,500 any one **occurrence** deductible applies to **covered property** in transit.

#### Earth Movement Schedule

State or Location	Flat Deductible	Percentage Deductible
FLORIDA	SEE DECLARATIONS	SEE DECLARATIONS

#### 3. **Flood** Deductible

- (a) We will not pay for a **flood** loss within a state or at a location shown on FLOOD COVERAGE form until the loss exceeds the applicable deductible shown on the Flood Schedule of this endorsement. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability in any one **occurrence**.

- (b) A deductible of USD 2,500 any one **occurrence** deductible applies to **covered property** in transit.

#### Flood Schedule

State, Flood Zone or Location	Flat Deductible
FLORIDA	SEE DECLARATIONS

#### 4. **Special Flood** Deductible

Property designated as being within **Flood Zone A** or **Flood Zone V** (and prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 3 % of the Total Insured Value per building and 3 % of the amount of Business Income loss, at each affected location whichever is the greater.

#### 5. **Named storm** Deductible

(a) We will not pay for a **Named storm** event loss until the loss exceeds the deductible shown in the Declarations. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability in any one **occurrence**.

(b) A deductible of USD 2,500 per **occurrence** applies to **covered property** in transit.

(c) Deductible applies per building.

(d) 5% of the amount of the Business Income loss will apply.

#### 6. **Location Definition**

Location is defined as an itemized listing on the applicable schedule.

#### E. **Extensions of Coverage Schedule**

If marked with an "X" we will cover the following **EXTENSIONS OF COVERAGE** on the Coverage Agreement. These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	No Coverage
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence

X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only
X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence

\* The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.

THESE SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS,  
TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS  
AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE AGREEMENT

## SECTION II - COVERAGES

A. We will pay for covered loss to your **real property, inland marine or personal property** only if marked with an "X" in Section I B. Coverages:

1. At the locations shown on the **Schedule of the declarations**,
2. **Property in the open** within 1,000 feet of locations described in 1.
3. With respects to **Inland marine**, at or away from your **covered location**.

B. We will pay, only when marked with an "X" in Section I B. Coverages, and if a limit is shown in the DECLARATIONS or stated in the Extensions of Coverage, for:

1. Your Loss of **Business Income**

a. We will pay for the actual loss of **Business Income** you sustain due to the necessary suspension of your operations during the **period of restoration**. The suspension must be caused by:

- (1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or
- (2) action of civil or military authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action and for a period not to exceed forty five (45) consecutive days from the date of the action.

and for which a **Business Income** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against**,

b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. In determining the actual loss of **business income**, consideration must be given to:

- (1) The experience of the business before the loss and the probable experience after the loss;
- (2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;
- (3) The demonstration of an actual loss of sales or income; and
- (4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to your regular customers.

d. We will not pay unless you are wholly or partially prevented from:

- (1) producing goods; or
- (2) continuing business operations or services.

e. You are required to mitigate your loss by:

- (1) Making up lost production within a reasonable period of time not limited to the **period of restoration**,
- (2) Continuing business operations or services during the **period of restoration**.
- (3) Using any property or service;
  - (i) owned or controlled by you; or
  - (ii) obtainable from any other sources.
- (4) Working extra time or overtime.
- (5) Using inventory.

We will not pay for any loss to the extent it can be reduced through these or any other means whether at a **covered location** or any other location.

f. We will not pay for:

- (1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
  - (a) physical damage not covered under this Coverage Agreement on or away from the **covered location**;
  - (b) planned or rescheduled shutdown or maintenance;
  - (c) strikes or other work stoppage;
  - (d) any reason other than a covered loss.
- (2) Any increase in loss due to:
  - (i) suspension, cancellation or lapse of any lease, contract, license or order.
  - (ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
- (3) Any consequential, indirect or remote loss;
- (4) Any loss resulting from damage to:
  - (i) finished goods manufactured by you; nor for the time required for their reproduction.
  - (ii) property in transit.
- (5) Any loss or expense recoverable elsewhere in this Coverage Agreement.

g. The most we will pay for a loss under this coverage is the lesser of:

- (1) Your actual loss of **business income** and necessary expense; or
- (2) The applicable limit of liability shown on the Schedule of the declarations.

2. Additional **Expense**

a. We will pay the actual and necessary **Additional Expense** you sustain due to:

- (1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or
- (2) action of civil or military authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, for a period not to exceed forty five (45) consecutive days from the date of the action.

and for which an **Additional Expense** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against**.

b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. We will also pay **Additional Expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

d. coverage for **Additional Expense** does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of electronic **data**, or any loss or damage to electronic **data**,

e. We will not pay for:

- (1) Loss of **Business Income**
- (2) Costs which would have been incurred in conducting your business during the same period had no **covered loss** happened.
- (3) The cost of permanent repair or replacement of property that has been damaged or destroyed.
- (4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:

- (i) physical damage not covered under this Coverage Agreement on or away from the **covered location**;
  - (ii) planned or rescheduled shutdown or maintenance;
  - (iii) strikes or other work stoppage;
  - (iv) any reason other than a **covered loss**.
- (5) Any increase in loss due to:
  - (i) suspension, cancellation or lapse of any lease, contract, license or order.
  - (ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
- (6) Any consequential, indirect or remote loss;
- (7) Any loss resulting from damage to:
  - (i) finished goods manufactured by you; nor for the time required for their reproduction.
  - (ii) property in transit.
- (8) Any loss or expense recoverable elsewhere in this Coverage Agreement.

The most we will pay for a loss under this coverage is the lesser of:

- (1) Your actual **Additional Expense**; or
- (2) The applicable limit of liability shown on the **Schedule of the declarations**.

#### C. FLOOD COVERAGE

- A. We will pay for direct physical loss to **covered property** caused by **flood**.

With respect to **flood**, loss **occurrence** shall mean all losses, wherever occurring, which arise between the time of movement of water into, onto, or over the property insured hereunder and the receding of the same, regardless of the period of time so embraced.

B. Limit of Liability

The following **limits of liability** do not increase any other applicable limit of liability.

- (a) The most we will pay for any one **occurrence** of **flood** loss in any one **coverage agreement period** within a state or at a Location shown on the Schedule will be our proportion of the limit of liability shown in the schedule.
- (b) The most we will pay for all **flood** losses during any one **coverage agreement period** is USD 10,000,000. This amount is the most we will pay for all aggregate claims for **flood** losses by all insured under this coverage agreement. It is not a per insured maximum.



## C. ADDITIONAL DEFINITIONS

### Flood Zone A

Property will be determined to be within a Flood Zone A if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the sub-classifications of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.

### Flood Zone V

Property will be determined to be within a Flood Zone V if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but not be limited to, all of the sub-classifications of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.

### Location Definition

Location is defined as an itemized listing on the applicable schedule.

## D. EARTH MOVEMENT COVERAGE

- A. We will pay for direct physical loss to **covered property** caused by sudden **earth movement**,

All earthquake shocks within a continuous 72-hour period will be considered a single **occurrence**. The expiration of this agreement will not reduce this 72-hour period.

- B. Limit of Liability

The following **limits of liability** do not increase any other applicable limit of liability.

The most we will pay for all **Earth movement** losses during any one **coverage agreement period** is USD 10,000,000. This amount is the most we will pay for all aggregate claims for **earth movement** losses by all insured under this coverage agreement. It is not a per insured maximum.

- C. **Earth movement** coverage under this coverage agreement does not apply to any underground piping, wiring, sewers, or any other conduit.

### **SECTION III - EXCLUSIONS**

#### **A. War and Terrorism Exclusion**

Notwithstanding any provision to the contrary within this coverage or any endorsement thereto it is agreed that this coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) Any act of terrorism.

For the purpose of this Coverage Agreement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This coverage also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. and/or 2. above.

If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Agreement the burden of proving the contrary shall be upon you.

#### **B. Biological or Chemical Materials Exclusion**

This coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### **C. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Coverage Agreement or any endorsement thereto, it is understood and agreed as follows:

1. This Coverage Agreement does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever including but not limited to computer virus or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

For the purpose of this Exclusion computer virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs.'

2. However, in the event that a peril listed below results from any of the matters described in paragraph 1. above, this Coverage Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **Coverage Agreement period** to property covered by this Coverage Agreement directly caused by such listed peril: Listed Perils:

- a. Fire
- b. Explosion
- c. Smoke

D. Asbestos

- (i) This Coverage Agreement only covers asbestos physically incorporated in a covered building or structure, and then only that part of the asbestos which has been physically damaged during the period of coverage by a **specified peril**.

This coverage is subject to each of the following specific limitations:

- (i) The said building or structure must be covered under this Agreement for damage by that **specified peril**,
- (ii) The **specified peril** must be the immediate, sole cause of the damage of the asbestos.
- (iii) The covered party must report the existence and cost of the damage as soon as practicable after the **specified peril** first damaged the asbestos. However, this Agreement does not cover any such damage first reported more than 12 (twelve) months after the expiration, or termination, of the period of coverage.
- (iv) Coverage under this Agreement in respect of asbestos shall not include any sum relating to:
  - (a) any faults in the design, manufacture or installation of the asbestos;
  - (b) asbestos not physically damaged by the **specified peril** including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

(ii) Except as set forth in the foregoing Section 1, this Agreement does not cover asbestos or any sum relating thereto.

E. We will not pay for losses caused by or resulting from any of the following, regardless of any other cause or event, including a **peril insured against**, that contributes to the loss at the same time or in any other sequence.

1. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. If a fire or an explosion loss ensues, we will pay for that loss.

This exclusion will not apply to physical loss to:

- (a) **Data** or **software** caused by injury, disturbance, or erasure resulting from electricity or magnetic fields; or,
- (b) **Electronic data processing equipment** caused by short circuit, blowout, or other electrical damage from an **occurrence** that took place within 1,000 feet of the **covered location**.

**2. Pollution.**

3. Demolition Cost, Operation of Building Laws and Increased Cost of Construction Enforcement of any ordinance or law regulating the use, construction, repair or demolition of buildings or structure including Debris Removal Expense.

This Exclusion does not apply to the extent that coverage is provided in the Section VII Extensions of Coverage D and E.

4. Seizure or destruction of **covered property** by government order.

But we will pay for loss to **covered property** resulting from acts of destruction ordered by government to prevent the spread of fire.

5. Nuclear reaction or nuclear radiation, or radioactive contamination.

6. Interference with or interruption of any public or private utility or any entity providing power, heat, air conditioning, communication, water or sewer or any other service, however caused, if the failure occurs away from the **covered location**.

But if a **covered loss** ensues, we will pay for that loss.

F. We will not pay for losses caused by or resulting from any of the following:

1. Unexplained or mysterious disappearance of any property;
2. Shortage of property discovered on taking inventory;
3. Theft by employees, whether acting alone or with others;

4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others;
  1. by you;
  2. by any proprietor, partner, director, officer or employee of yours; or
  3. by any proprietor, partner, director or officer of any proprietorship, partnership, corporation or association engaged by you to render any service or perform any act in connection with **covered property**.
5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on or tested.

But if a **covered loss** ensues, we will pay for that loss.

6. Delay, loss of market, loss of use, indirect or remote loss or damage.
7. Loss attributable to:
  - (a) Wear and tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay;
  - (b) Inherent vice, latent defect, or any quality in the covered property that causes it to damage or destroy itself;
  - (c) Smog, acid rain, agricultural smudging;
  - (d) Smoke, fumes, gas or vapor that result from industrial operations;
  - (e) Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools;
  - (f) Animals, birds, vermin, rodents or insects;
  - (g) Change or extremes in temperature or humidity, whether atmospheric or not, except damage to equipment;
  - (h) Contamination, shrinkage, change in taste, texture, finish or color.

But if a **covered loss** ensues, we will pay for that loss.

#### 8. **Fungus**

We will not pay for loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, **fungus**, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- (a) any physical loss or damage to covered property;
- (b) any covered peril or cause, whether or not contributing concurrently or in any sequence;
- (c) any loss of use, occupancy, or functionality; or
- (d) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion does not apply to the extent that coverage is provided in the Section VII Extensions of Coverage, J. **Fungus** Cleanup Expense with respect to loss or damage by a cause

of loss other than fire or lightning.

9. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.

But if a **covered loss** ensues, we will pay for that loss. This exclusion will not apply to physical loss to:

**Data, electronic data processing equipment or software** caused by mechanical breakdown, failure, changes in arrangement of parts, errors, omissions, or tack in design, specification, material or workmanship.

10. Explosion of the following:

- (a) Steam boilers;
- (b) Steam turbines, steam engines, steam piping; or,
- (c) Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, we will pay for that loss.

11. Rupture, bursting, cracking, burning or bulging of the following:

- (a) Steam boilers;
- (b) Steam turbines, steam engines, steam piping;
- (c) Hot water boilers or other equipment for heating water;
- (d) Pressure vessels; or,
- (e) Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, we will pay for that loss.

12. Loss attributable to faulty, defective or inadequate:

- (a) Construction, workmanship or material;
- (b) Maintenance;
- (c) Design, plan or specification;
- (d) Zoning compliance;
- (e) Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
- (f) Compliance with building codes.

But if a **covered loss** ensues, we will pay for that loss.

13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduit from:

- (a) Freezing and thawing;
- (b) Impact of watercraft;
- (c) Waves, or debris driven by waves;
- (d) Pressure or weight of ice or water, whether driven by wind or not; or

(e) Sinking or settling.

14. We will not pay for any loss or damage directly or indirectly related to or arising out of any offshore oil well or oil shipping/tanker incident and the ensuing oil spill.

#### **SECTION IV - PROPERTY NOT COVERED**

We do not cover loss to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except to the extent these may be covered in this Coverage agreement, Section VII;
2. Aircraft;
3. Property you sold under conditional sale, trust agreement, instalment payment, or other deferred payment plan after such property has been delivered to the customer;
4. Caves, caverns, mines of any type, or any property contained within them;
5. Currency, money, notes or securities;
6. Dams, dikes, or levees;
7. Contraband or property in the course of illegal transportation or trade;
8. Property covered under import or export ocean cargo policies;
9. Property you transport as a common carrier;
10. Property shipped by mail, unless sent registered or certified;
11. Watercraft, unless loss is from a **specified peril**,
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then coverage for any **over the road coverage**, or collision with another vehicle or object. The All Other Perils deductible applies per occurrence and in the event of a Named storm the Named storm deductible applies per vehicle rather than per location. This coverage is paid on at actual cash value at the time of loss.



## **SECTION V - VALUATIONS**

### **A. Actual cash value**

1. Loss to **covered property** will be valued at the time and place of the loss at **actual cash value** unless otherwise indicated in this Coverage Agreement.
2. On **Inland marine**, items not specifically scheduled will be subject to a maximum valuation of
  - a. USD 250,000 per item for Rented, Borrowed or Leased Equipment; or
  - b. USD 15,000 per item for all other classes of **inland marine**.
3. Loss to vehicles scheduled under Extensions of Coverage, U are valued at the time and place of the loss at **actual cash value**.

### **B. Replacement cost**

1. Loss to **covered property** will be valued at **replacement cost**, computed at the time and place of the loss, if **replacement cost** is marked with an "X" in Section 1.B. Coverages unless otherwise indicated in this Coverage Agreement.
2. We will not pay **replacement cost** until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, we will pay only the **actual cash value**.

(a) Our obligations for **replacement cost** will be the smaller of:

- (a) The cost to repair the damaged property; or
- (b) The cost to replace or rebuild with new materials of like size, kind and quality;  
or
- (c) The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or
- (d) The applicable limit of liability,

We will not pay for any increase in cost due to your failure to use reasonable speed to repair, rebuild or replace the damaged property.

If the replacement occurs at another location, we will not pay for the cost of land at either the original or the new location.

(b) We will pay **replacement cost** for these types of property:

- (1) Raw materials, supplies and other merchandise not manufactured by you; and
- (2) Leasehold improvements in which you have an insurable interest.

(c) We will, however, pay only **actual cash value** or 110% of the value reported on the applicable schedule, whichever is less, for these types of property:

- (a) Communications Equipment;
- (b) Contractor's / Mobile Equipment;
- (c) Fine Arts;
- (d) Watercraft;
- (e) Emergency Service Portable Equipment;
- (f) Other **Inland Marine**; or
- (g) Rented, Borrowed or Leased Equipment
- (h) Vehicles schedule under item U of the property extensions of coverage.

C. Loss to these types of **covered property** will be valued at the time and place of loss as follows:

1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;
2. On finished goods manufactured by you, the regular cash selling price at the location where the loss happens, less all discounts and charges to which the merchandise would have been subject had no loss occurred;
3. On Valuable Papers, in case of loss, valuation shall be based on the lesser of:
  - (a) The cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the insured event; or
  - (b) The limit of liability shown in the DECLARATIONS, or
  - (c) If the damaged or destroyed property cannot be replaced, restored or repaired with similar kind and quality, it will be the value of blank paper, unless the item is specifically scheduled and value scheduled agreed upon in this Coverage Agreement.
4. On media, **data**, programs or any **software** stored on electronic, electromechanical, electromagnetic **data** processing equipment or production equipment, the cost to repair, replace or restore such to the condition that existed immediately prior to the loss or damage, including the cost of reproducing any **data**, programs or **software** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed USD 250,000 any one **occurrence**, incurred by you in recreating, gathering and assembling such **data**, programs or **software**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Coverage Agreement does not insure any amount pertaining to the value of such **data**, programs or **software** to you or any other party, even if such **data**, programs or **software** cannot be recreated, gathered or assembled.
5. On exposed film, the value of the film blank.

## **SECTION VI - CONDITIONS**

### **A. Coverage agreement period and Territory**

We will pay for a **covered** loss during the **Coverage agreement period** shown on the DECLARATIONS while that property is:

1. Within the State of Florida;
2. Being moved on land or in the air within the United States of America or,
3. Being moved on inland waters and intercoastal waterways within the United States of America.

### **B. Change of Terms**

The terms of this coverage will not be waived, changed, or modified except by written endorsement issued by us and which becomes a part of this Coverage Agreement.

### **C. Titles of Paragraphs**

The titles of the paragraphs of this Coverage Agreement and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

### **D. Concealment, Misrepresentation or Fraud**

This Coverage Agreement is void in any case of fraud by you as it relates to this Coverage Agreement at any time. It is also void if you or any other Covered Parties, at any time, intentionally conceal or misrepresent a material fact concerning:

- (a) This Coverage Agreement;
- (b) The **covered property**;
- (c) Your interest in the **covered property**; or
- (d) A claim under this Coverage Agreement.

### **E. Brands and Labels**

In the event of a **covered** loss to branded or labeled merchandise, we may choose to take title to all or any part of that merchandise, at the value established by the terms of this Coverage Agreement. You may, at your expense:

1. Stamp "salvage" on the merchandise or its containers; or,
2. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. You must relabel the merchandise or containers in compliance with the requirements of law.

F. Breach of Condition

A breach of any condition of this Coverage Agreement at any **covered location** will not affect coverage at any other **covered location** where, at the time of damage, no breach exists.

G. Abandonment of Property

You may not abandon property to us.

H. No Benefit to Bailee

No person or organization, other than you, having custody of your **covered property**, will benefit from this Coverage Agreement.

I. Suit

No suit or other legal proceeding will be brought against us unless there has been full compliance with all the Coverage Agreement terms and conditions. Suit must be brought within five years after the date on which the direct physical loss occurred or the shortest time permitted by law.

J. No Reduction by Loss

Except for those coverages written with an annual aggregate limit of liability or sublimits of liability, we will pay for a **covered loss** without reducing any other applicable limit of liability or sublimits of liability.

K. Your duties after a Loss

In case of loss you will:

1. Give us immediate written notice of the loss;
2. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;
3. As soon as possible, give us a description of the property involved and how, when and where the loss happened;
4. Take all reasonable steps to protect the covered property from further damage;
5. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;
6. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Agreement;

7. Keep an accurate record of all repair costs;
8. Keep all bills, receipts and related documents that establish the amount of loss;
9. As often as may reasonably be required:
  1. Permit us to inspect the damaged property and take samples for inspection, testing and analysis,
  2. Produce for inspection and copying, all of your books of account, business records, bills and invoices.
  3. Permit us under oath to question you and any of your agents, employees, or representatives involved in the purchase of this coverage or the preparation of your claim, and verify your answers with a signed acknowledgment.
10. Submit to us, within ninety (90) days from the date of loss, unless we extend the time in writing:
  - (a) a signed, sworn Proof of Loss that states to the best of your knowledge and belief:
    - (1) The time and cause of the loss;
    - (2) Your interest and the interest of all others in the property involved;
    - (3) Any other policies of insurance that may provide coverage for the loss;
    - (4) Any changes in title or occupancy of the property during the **coverage agreement period** and;
    - (5) The amount of your claimed loss.
  - (b) You shall also submit with the Proof of Loss:
    - (1) The inventory referred to in K.6.
    - (2) The records specified in K.7. and K.8.;
    - (3) Specifications for any damaged building and;
    - (4) Detailed estimates for the repair of any damage.
11. Cooperate with us in the investigation and adjustment of the loss.

#### L. Appraisal

1. If you fail to agree with us on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within sixty (60) days after our receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within thirty (30) days of the written demand for appraisal.
2. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within fifteen (15) days, you or we may petition a judge of a court of record in the state where the covered loss happened, to select an umpire.
3. The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to you and us, the amount they agree on will be the amount of our payment for the loss, If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss.

4. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by you and us.

#### M. Our Options

At our option, we will repair, rebuild or replace damaged **covered property** with other property of like kind and quality within a reasonable period of time. If we elect to repair or replace the **covered property**; we will notify you of that decision within sixty (60) days of our receipt of your proof of loss. We will, at our option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

#### N. Right to Adjust with Owner

1. **Covered losses** will be adjusted with you except as provided in Condition S. Mortgage Holders.
2. If a claim is made for damage to **covered property** of others that you hold we will have the right to adjust that loss or damage with the owners of that property. Our payment to the owners will fully satisfy any claim of yours for damage to that property.

#### O. Collection from Others

Payment to you for a **covered loss** will be reduced to the extent you have collected that loss from others.

#### P. Payment of Loss

We will pay the **covered loss** within thirty (30) days after we receive and accept the signed, sworn Proof of Loss, if:

1. You have complied with all the terms of this Coverage Agreement;
2. We have reached agreement with you on the amount of **covered loss**, or
3. An appraisal award is made as provided for in Condition L. Appraisal.

#### Q. Recovered property

If either you or we recover any **covered property** after we have paid for its loss, that party must give the other prompt written notice of the recovery. If we recover the **covered property**, we will return it to you, if you so request. You must then return the amount we paid to you for it.

If you recover the **covered property**, you may either keep it or surrender it to us. If you choose to keep it, you must return the amount we paid to you for it.

#### R. Pair, Set or Parts

In the event of a **covered loss** to an article that is part of a pair or set, our payment for that loss will be:

1. The cost to repair or replace any part to restore the pair or set to its value before the **covered loss**; or

2. The difference between the value of the pair or set before and after the **covered loss**.

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set. When **covered property** consists of several parts, we will pay only for the lost or damaged part.

#### S. Mortgage Holders

1. We will pay for **covered loss** to buildings or structures to each mortgage holder shown on the Schedule Of Mortgage Holders Or Loss Payees, as their interests may appear.
2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
3. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Agreement, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable limit of liability, if the mortgage holder:
  - (a) Pays any premium due under this Coverage Agreement at our request;
  - (b) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from us of your failure to do so; and,
  - (c) Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder.

All terms and conditions of this Coverage Agreement will then apply directly to the mortgage holder,

4. If we pay the mortgage holder for any **covered loss** and deny payment to you because you have failed to comply with the terms of this Coverage Agreement:
  - a) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - b) The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired.

In the event of a **covered loss**, we will, at our option, pay the mortgage holder the whole principal of your mortgage plus any accrued interest. In that event, your mortgage and note will be transferred to us, and you will pay your remaining mortgage debt to us.

5. If we cancel or non-renew this Coverage Agreement, we will give the mortgage holder the same notice we give to you.
6. The term "mortgage holder" includes trustees.

#### T. Loss Payee

In the event of a **covered loss** to property in which both you and a loss payee have an insurable interest,

we will:

1. Adjust the **covered loss** with you; and,
2. Make payment for the covered loss to you and the loss payee jointly, as their interests may appear.

#### U. Joint Loss Agreement

It is hereby understood and agreed that the following Agreement is added hereon:

#### **JOINT LOSS AGREEMENT**

In consideration of the continuation of insurance currently carried by the Insured under this Insurance with Insurers' (hereinafter called "The Property Insurers") and the Company writing the Insured's Boiler and Machinery Policy (hereinafter called "The Boiler Insurers") it is agreed as follows:

In the event of an occurrence which both The Property Insurers and The Boiler Insurers agree is insured in whole or in part under both their respective policies of insurance, and in which they further agree with the Insured in writing as to the total amount payable under both policies, but there is a disagreement as to how much each Insurer shall pay, such loss shall be settled by payment of the full agreed amount thereof to the Insured, each set of Insurers to contribute the sum for which they admit liability plus an amount equal to one-half of the amount that is in disagreement between The Property Insurers and The Boiler Insurers.

If one-half of the amount that is in disagreement exceeds the remaining amount of liability payable under either policy, each set of Insurers will pay only the sum equal to that remaining amount of liability under the said policy.

The Insured will cooperate in furnishing information and technical data as may be required by the Insurers in order that they may determine final apportionment. The Property Insurers and The Boiler Insurers agree with each other to submit questions in dispute to arbitration, and the arbitrators shall be three in number, one of whom shall be appointed by The Boiler Insurers and one of whom shall be appointed by The Property Insurers and the third appointed by consent of the other two, and the decision by the arbitrators shall be subject to appeal to the appropriate court or courts.

This agreement does not change any of the terms and conditions of the policies issued to the Insured by both The Property Insurers and The Boiler Insurers, which shall continue in force until expiration, or until cancelled by the Insurers by giving 30 days written notice to the Insured, whichever occurs first, or shall continue in force for only as long as the policy issued by The Boiler Insurers similarly expires or is cancelled.

All other terms, conditions and limitations of the Contract of Insurance remain unaltered.



## V. Vacancy Provisions

If the building where a covered loss occurs has been vacant for more than ninety (90) consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are perils insured against:

- (a) Vandalism;
- (b) Sprinkler leakage, unless the system has been protected against freezing;
- (c) Building glass breakage;
- (d) Water damage;
- (e) Theft; or
- (f) Attempted theft.

(2) With respect to a covered loss other than those listed in (1)(a) through to (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## **SECTION VII - EXTENSIONS OF COVERAGE**

If marked with an "X" in the DECLARATIONS, we will not pay more than our proportion of the applicable limit of liability shown on the **Schedule of the DECLARATIONS** for the following EXTENSIONS OF COVERAGE:

Subject to all terms and conditions of this agreement, the coverage provided by this agreement is extended to apply to a **covered loss** as follows:

### **A. Accounts Receivable**

1. We will pay the following expenses directly resulting from a **covered loss** to your records of accounts receivable at a **covered location**:

- (1) Amounts due to you from customers that you are unable to collect;
- (2) Interest charges on any loan to offset amounts you are unable to collect, pending our payment of those amounts;
- (3) Collection expense above your normal collection expense; and,
- (4) Reasonable expenses you incur to re-establish your records of accounts receivable.

### **2. Amount of Loss**

- (a) If you are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, our payment will be calculated in the following manner:

- (1) Your average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.

- (b) The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:

- (1) Balances for accounts not damaged or affected by the loss;
- (2) Amounts of accounts you are able to re-establish and collect;
- (3) An allowance for bad debts you are not normally able to collect.
- (4) All unearned interest and service charges.

3. For the purposes of this extension, the following additional exclusions apply and we will not pay for:

- (a) Any loss that requires an audit or inventory to establish its existence;

- (b) Any fraudulent, dishonest or criminal act done by:

- (1) Anyone entrusted with the **covered property**, including their employees and agents;  
or
- (2) Anyone having an interest in the **covered property**. This exclusion does not apply to the acts of a carrier for hire;

- (c) Bookkeeping, accounting, or billing errors or omissions;
- (d) Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or
- (e) Taxes or Bond revenue.

4. For the purposes of this extension, the following additional conditions apply:

- (a) When you are not open for business, or when you are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.
- (b) When records of accounts receivable have been damaged or destroyed, you must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and we will pay such costs and expenses of obtaining collection to the extent they reduce your loss,
- (c) When records of accounts receivable have been damaged or destroyed, you will use any property or service owned or controlled by you or obtainable from other sources in order to reduce your loss.

#### B. Animals

We will pay for all owned animals killed in a **covered loss** at a **covered location**. We will also pay for the in-line of duty death of a certified police canine or other specially trained animals or horses owned by you.

Coverage includes retraining expenses.

Your deductible for this extension is the lower of USD 500 or the amount shown in the Declarations.

No veterinary costs are included in this extension.

#### C. Buildings Under Construction

We will pay for any one **occurrence** for insured physical loss or damage to your buildings that are under construction. Your schedule must indicate any ongoing or intended construction projects.

Buildings Under Construction include:

1. New buildings being erected at a **covered location**;
2. Additions to any buildings already covered under this agreement; or
3. Renovations to any buildings included in the schedule.
4. New buildings being erected at sites other than a **covered location**, subject to a final contract value any one construction project limit of USD 1,000,000.

D. Debris Removal Expense:

1. We will pay for the expense to remove the debris from a **covered loss** at a **covered location**. We will only pay these expenses if we receive immediate written notice of the **covered loss** and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage agreement period**, whichever is earlier.
2. We will pay for expenses to remove from covered locations storm blown debris of property not covered by this Coverage Agreement, excluding trees, timber, shrubs, or landscaping originating from your location(s).
3. Debris removal expense does not include any costs to clean up or remove:
  - (a) **pollutants**;
  - (b) asbestos; or
  - (c) debris in or on easements, right-of-ways, streets, roads, water or beaches that are not **covered locations**.

E. Demolition Cost, Operation of Building Laws and Increased Construction Cost:

1. In the event of a **covered loss**, we will pay:

(a) Demolition Cost:

The cost incurred to demolish all or part of your covered **Real Property**, including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.

(b) Operation of Building Laws:

The cost you incur to rebuild at the same location any undamaged part of your **Real Property**, which is required by law to be demolished after a **covered loss**. We will only pay the costs to satisfy the minimum requirements of the applicable law or ordinance that exist at the time of the loss.

(c) Increased Construction Cost;

The increased cost you incur for materials and labor required to rebuild the damaged portion of your **Real Property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.

(d) We will not pay for any:

- (1) Of these costs unless they are incurred within two (2) years from the date of loss.
- (2) Loss due to any law or ordinance that:
  - (a) You were required to comply with before the loss, even if the building was undamaged; and

(b) You failed to comply with.

- (3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution**.

F. Duty to Defend:

We will defend that part of any suit against you involving **personal property** of others when all of the following conditions exist:

1. The suit seeks payment for physical loss or damage to the **personal property** of others; and
2. The physical loss or damage is caused by a **peril insured against**; and
3. The physical loss or damage takes place while the **personal property** of others is in your custody; and
4. The **personal property** of others is the type of property covered by this Coverage Agreement.

We will do so even if such suit is groundless, false or fraudulent, but we may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as we deem appropriate.

G. Errors and Omissions

It is a material requirement of this agreement that the Covered Party accurately report the values of the property for which it seeks coverage at the locations within the Coverage Agreement territory where that property is located. Subject to this requirement, we will not preclude coverage for damage at a particular location where the Covered Party or its producer made an error or unintentional omission:

1. In the description or location of item(s) of property in the most recent **Schedule of DECLARATIONS** or documentation submitted to and accepted by us, provided that the item is the type covered under the Coverage Agreement and the error or omission is not greater than the limit set forth in the Declarations.
2. In the **Schedule of DECLARATIONS** so that the report omitted a location owned or occupied by the Named Covered Party at the inception date.

Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement inception. The limit shown in the Declarations is the maximum amount of indemnity for any **occurrence**. This coverage does not apply to **inland marine**, automobile or if coverage is found in whole or in part elsewhere in this agreement.

H. Expediting Expenses:

1. We will pay, in the event of a **covered loss**, for the reasonable extra costs of temporary repair to **covered property** or of expediting the permanent repair or replacement of that property, whichever is less. These expenses include overtime wages and extra costs for express or other rapid means of transportation.
2. We will not pay for temporary rental of property or temporary replacement of damaged property.

I. Fire Department Charges:

We will pay charges you incur when an outside fire department is called to save or protect **covered property** from a **covered loss**.

J. **Fungus** Cleanup Expense:

1. This limited coverage applies only when the **fungus**, wet or dry rot, or bacteria is the result of one or more of the following causes that occurs during the **coverage agreement period** and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence**, and only if any loss resulting from the following is reported to **us** within 60 days of the **occurrence**.
  - (a) A **covered loss** other than fire or lightning; or
  - (b) Flood, if the Flood Coverage endorsement applies to the affected premises.
2. Under conditions described in 1. above, we will pay for loss or damage by **fungus**, wet or dry rot or bacteria. As used in this coverage, the term damage means:
  - B. Direct physical loss or damage to **covered property** caused by **fungus**, wet or dry rot or bacteria, including the cost of removal of **fungus**, wet or dry rot or bacteria;
  - C. The cost to tear out and replace any part of the building or other **covered property** as needed to gain access to the **fungus**, wet or dry rot or bacteria; and
  - D. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **fungus**, wet or dry rot or bacteria are present.
3. Regardless of the number of claims, the limit shown in the Declarations is the most we will pay for the total of all loss or damage arising out of all **occurrences** which take place during the **Coverage agreement period**. We will not pay more than this amount even if the **fungus**, wet or dry rot or bacteria continues to be present or active, or recurs, in a later **Coverage agreement period**.
4. The coverage provided under this part does not extend the available coverage at a location beyond the amount scheduled for that location.
5. **Fungus** Cleanup expense does not include any costs to clean up or remove **pollutants**.
6. **Fungus** Cleanup expense will be considered part of the original **occurrence**, and no separate

deductible will apply.

K. Lawns, Plants, Trees or Shrubs:

We will pay for a **covered loss** to lawns, plants, trees and shrubs at a **covered location** from a **specified peril**, excluding loss or damage caused by freezing, disease, insects, animals, vermin or drought

We will not pay more than the lesser of the following:

1. The applicable limit of liability shown on the Extension of Coverages Property part of the DECLARATIONS; or
2. The amount of the total value of the building and contents at that **covered location**.

L. Leasehold Interest

We will pay for loss of covered leasehold interest you sustain due to the cancellation of your lease. The cancellation must result from a **covered loss** to a **covered location**. Covered leasehold interest means the following:

The difference between:

1. the rent you pay at the described premises including taxes, insurance, janitorial or other service that you pay for as part of the rent; and
2. The rental value of the described premises that you lease,

The most we will pay for loss because of the cancellation of any one lease is your covered leasehold interest at the time of loss. Your covered leasehold interest decreases automatically each month. A proportionate share applies for any period of time less than a month.

M. Air Conditioning Systems

We provide the cover when your business is necessarily wholly or partially interrupted by direct physical loss of or damage by a peril insured against to the air conditioning or electrical systems which are necessary for the operation of insured property and results in a reduction or suspension of your business.

N. **New Insureds to be agreed by Underwriters**

O. **Personal Property** of Employees:

1. We will pay for loss by a **peril insured against** to the **Personal Property** (other than automobiles) of your employees when such property is at a **covered location** or being used by the employee in the course of employment.

2. We will not pay for any loss to such property that occurs at the employee's residence.

With respects to this extension, volunteers are not considered employees and there is no coverage for **Personal Property** of volunteers.

P. **Pollution Cleanup Expense:**

1. We will pay to remove **pollutants** from **covered property** at a **covered location** if the **pollution** results from a **specified peril**.
2. If **pollution** results from a **peril insured against**, we will pay:
  - (a) To remove **pollutants** from land, soil, surface or ground water upon, within, beneath or comprising a **covered location**; or,
  - (b) For testing performed in the course of extracting the **pollutants** from **covered locations**.

We will pay for removal or testing after a **covered loss** that occurs during the **coverage agreement period**.

We will only pay these expenses if we receive immediate written notice of the **covered loss** and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage agreement period**, whichever is earlier.

Q. **Professional Fees:**

1. We will pay for the reasonable costs you incur, for auditors, architects, engineers, accountants or other professionals and the cost of using your employees who undertake to accurately determine the details of your business in order to determine the extent of a **covered loss** payable under this coverage agreement for which we have accepted liability.
2. Professional fees do not include:
  - (a) any fees or expenses of attorneys;
  - (b) any fees or expenses of public adjusters or any of their subsidiaries or associated entities; or
  - (c) fees based on a contingency.

R. **Recertification of Equipment**

We will pay the necessary costs or expenses you incur to recertify portable fire fighting, ambulance or rescue-related scheduled **inland marine** you own, when such equipment is damaged in a **covered loss**.



S. Service Interruption Coverage

In the event a cause of loss of the type covered hereunder directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines more than 1,000 feet from the premises of the Named Insured), we will pay for damage to **covered property** at a **covered location** directly resulting from interruption of electricity, steam, water, natural gas, refrigeration, fuel or from the lack of outgoing sewerage service.

However, we will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

T. Transit:

We will pay for loss to your covered **personal property** or **inland marine** while in transit, including your covered **personal property** in the custody of messengers or salespeople.

U. Vehicles as Scheduled Property

We will pay for loss to your vehicles, when damaged by a **covered loss**, regardless of the location, The **Named storm** deductible applies per vehicle rather than per location.

V. Preservation of Property

In the event of any actual or imminent physical loss or physical damage of the type insured against by the Coverage Agreement, the cost or expenses incurred in taking reasonable and necessary measures for the temporary protection and/or preservation of Property Insured shall be added to the total physical loss and/or physical damage amount, if any, otherwise payable under this Coverage Agreement but without increasing the applicable limits or sub-limits of liability stated in the Coverage Agreement.

W. Property at Miscellaneous Unnamed Locations

Subject to the terms, conditions and limitations of the Policy, the Insurers agree that this Insurance is extended to apply to the Insured's interest in Property Insured at any miscellaneous unnamed locations within the Territorial Limits.

X. Piers, docks and wharves as Scheduled Property

We will pay for loss to your Piers, docks and wharves when damaged by a **covered loss**.

Y. Glass and Sanitary Fittings Extension

This coverage agreement extends to indemnify you for the costs of repair or replacement in the event of Breakage of Glass or Sanitary Fittings by a peril insured against.

The basis of the claim settlement shall be the value of the Glass or Sanitary Fittings or at Our option its repair, replacement or reinstate.

We will also pay:

- a For damage to frames or framework which has to be removed to replace the Glass;
- b For the cost of necessary boarding-up and the provision of a temporary door, consequent upon the Breakage of Glass;
- c For damage to goods displayed provided such damage was not a direct result of theft or attempted theft.

We will not indemnify you for:

- 1 Breakage arising directly from alteration to or repair or restoration of the Premises;
- 2 Breakage of Glass or Sanitary Fittings;
  - i already damaged at inception of the **Coverage agreement period**;
  - ii forming part of your Stock in Trade
- 3 Scratching or chipping of Glass unless it extends through the complete fabric of the Glass;
- 4 Breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;
- 5 Breakage in respect of any unoccupied building;
- 6 Breakage of bulbs or tubes unless consequent upon damage to neon or illuminated signs;
- 7 Breakage caused by mechanical or electrical breakdown or the application of electrical energy;
- 8 The applicable deductible for each and every loss arising hereunder.

Z. Ingress/Egress

This coverage agreement covers the Actual Loss Sustained and Extra Expense incurred by you due to the necessary interruption of the your business due to prevention of ingress to or egress from an Insured Location, whether or not your premises or property is damaged, provided that such prevention is a direct result of physical damage of the type insured by this coverage agreement, to the kind of property not excluded by this coverage agreement situated within one mile of the Insured Location.

Ingress/Egress Exclusions: As respects Ingress/Egress, the following exclusions are applicable:

This coverage agreement does not insure loss resulting from:

1. lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and voice, data or video.
2. picketing or other action by strikers except for physical damage not excluded by this coverage agreement.

This coverage agreement does not provide coverage under this Extension for more than 45 consecutive days.

#### AA. Lock and Key Replacement

This coverage agreement covers the reasonable and necessary costs incurred by you to pay for replacing locks and keys to safes, alarms and outside doors of any insured building at an Insured Location, following theft or attempted theft or loss of keys.

This Coverage does not cover theft or attempted theft from the insured building except as a result of violent and forcible entry to the insured building.

#### BB. Awnings, Gutters and Downspouts

Awnings, gutters and downspouts, are not covered under this coverage agreement for loss or damage due to wind, freezing, thawing, ice, snow or sleet;

Awnings, gutters or downspouts are excepted from this Exclusion, when:

- (1) The awnings, gutters and downspouts are attached to a single Premises, and;
- (2) The same single Premises incurs the greater portion of the total damages.

## **SECTION VIII - DEFINITIONS**

- A. **Accident** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following
1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
  2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires;
  3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
  4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
  5. An event inside hot water boilers or other heating equipment that damages such equipment; or
  6. Bursting, cracking or splitting.
- B. **Actual cash value** means **replacement cost** less deduction for depreciation.
- C. **Additional Expense** means **necessary expenses** you incur during the **period of restoration** that you would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:
1. Avoid or minimize the suspension of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
  2. Minimize the suspension of business if you cannot continue operations.
- D. **Business Income** means:
1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and;
  2. Continuing normal operating expenses incurred, including payroll, less any sum saved during the period of restoration in respect of charges and expenses which may cease or be reduced as a consequence of the covered loss.
- E. **Coverage agreement period** means the time during which coverage is provided by this Coverage Agreement.

F. **Covered Equipment** means the following unless specified otherwise in an endorsement to this Coverage Agreement:

- (a) Equipment at a **covered location** that generates, transmits or utilizes energy including electronic communications and **electronic data processing equipment**.
- (b) Equipment at a **covered location** which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

G. **Covered location** means those locations shown on the **Schedule of the DECLARATIONS**, or on the Schedule of any endorsement to this Coverage Agreement.

H. **Covered loss**, or loss means a loss to **covered property** at a **covered location** resulting from a **peril insured against** by this Coverage Agreement.

I. **Covered property** means property covered by this Coverage Agreement.

J. **Data** means any information recorded on media and used in your processing operations.

K. **Earth movement**, whether natural or man-made, includes but is not limited to:

- 1. Earthquake;
- 2. Landslide;
- 3. Mudflow;
- 4. Sinking, rising or shifting of the earth.
- 5. Mudslide
- 6. Rockslide

regardless of any other cause or event contributing concurrently or in any other sequence of loss.

Earth movement includes Sinkhole Collapse and Volcanic Activity.

However, physical damage by fire, explosion or sprinkler leakage resulting from Earth Movement will not be considered to be loss by Earth Movement within the terms and conditions of this coverage agreement.

L. **Effective Date** means the day and time at which the coverage provided by this Coverage Agreement begins.

M. **Flood** means: rising waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer back-up resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, the following are not considered to be loss by **Flood** within the terms and conditions of this Coverage Agreement:

- 1. physical damage by fire, explosion or sprinkler leakage resulting from **Flood**

2. physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a Named storm

N. **Fungus** means any type or form of **fungus**, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

O. **Inland Marine** means scheduled:

1. **Communications Equipment** - your stationary or portable communications equipment while at your **covered location** or away from your **covered location** during authorized use.
2. **Contractor's/Mobile Equipment** – your stationary or portable machinery and tools while at your **covered location** or away from your **covered location** during authorized use.
3. **Electronic Data Processing Equipment** - your programmable electronic equipment that is used to store, retrieve and process **data**, as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **data** transmission;
4. **Emergency Service Portable Equipment** – your portable firefighting, ambulance or rescue related equipment, excluding aircraft and watercraft.
5. **Fine Arts** – your art, sculptures, rarities, or antiques, owned by you or in your care, custody and control.
6. **Other Inland marine** - your outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters, fences (excluding guardrails) and other portable equipment not otherwise classified.
7. **Rented, Borrowed or Leased Equipment** – items in your care, custody or control that you assume responsibility for through a formal arrangement.
8. **Valuable Papers** - your books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other **data** processing, or recording or storage media. We will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
9. **Watercraft** - your owned scheduled vehicles, not exceeding 25 feet in length, designed for operation in or on any waterway, for **Specified perils** only, excluding collision with another object.

P. **Limits of liability** means the maximum amount we will pay for a **covered** loss.

Q. **Media** means the medium on which **data** or **software** is stored, such as: magnetic tape, perforated paper tape, punch cards, discs, drums, and other storage devices used in your **electronic data processing equipment**.

R. **Named Storm** means the direct action of wind, including wind driven water and storm surge when

associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center or any other recognized meteorological authority. All **Named Storm** events that occur within a continuous seventy-two (72) hour period will be considered a single **occurrence**.

S. **Necessary expenses** means expenses in excess of normal operating expenses, you incur in reducing your loss of **business income**, We will not pay more than we would pay if you had been unable to make up lost production or continue operations or services.

T. **New locations** means:

- (a) **Real property**, you purchase or rent including **Personal property** at that location;
- (b) **Real property** you begin to build; or
- (c) **Inland marine** you purchase.

after the **effective date** of this Coverage Agreement.

U. **Occurrence** means a sudden, identifiable, fortuitous event that results in a **covered loss** or series of events directly resulting from a **covered loss**.

V. **Over the road coverage** means while the vehicle is being driven or is in the course of travelling from one location to another.

W. **Peril(s) insured against** means risk of direct physical loss or damage from any cause except as excluded within the Coverage Agreement.

X. **Period of restoration** means;

1. For buildings and equipment, the period of time which:

(a) starts at the time of a **covered loss** and,

(b) ends when using reasonable speed the building and equipment could be:

- (a) repaired or replaced; and
- (b) made ready for operations;

under the same or equivalent physical and operating conditions that existed prior to the damage.

(c) For buildings under construction:

- (1) We will apply the time period defined in 1. above to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened; and
- (2) We will give consideration to the actual experience of the business after completion of the construction and start-up.

2. For stock in-process and mercantile stock, including finished goods not manufactured by you, the

time required using reasonable speed:

1. To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
  2. To replace physically damaged mercantile stock.
3. For raw materials and supplies, the period of time:
1. Of actual interruption of production or suspension of operation or services which resulted from your inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but
  2. Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.
4. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
5. The time required using reasonable speed to restore the physically damaged or destroyed **data**, programs, or other **software** from backup. This time does not include research engineering or any other time necessary to restore or recreate lost information.

The **period of restoration** does not include any additional time due to your inability to resume operations for any reason, including but not limited to:

1. Making changes to equipment.
2. Making changes to the buildings, or structures, except as provided In the Demolition Cost, Operation of Building Laws and Increased Construction Cost provision if coverage is shown on form Section VII Extensions of Coverage included in this Coverage Agreement.
3. Restaffing or retraining employees.
4. Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to **pollution** or **pollutants**.

The expiration of this Coverage Agreement will not terminate the **period of restoration**. The **period of restoration** will not exceed 24 months from the date of loss and will not be limited by the expiration of this Coverage Agreement

Y. **Personal property** means:

H. **Personal property** you own;

I. Improvements and betterments you have made in buildings you do not own;

J. Your legal liability to the owner of **Personal property** in your custody for physical damages to that property resulting from a **peril insured against** under this Coverage Agreement.

Z. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, fiber, smoke, vapor, soot, fumes, acids, alkalis, chemicals, biological, organic or bacterial agents and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.



However, **pollutants** does not include ammonia or asbestos.

AA. **Pollution** means the presence, discharge, dispersal, seepage, migration, release or escape of any **pollutants**.

BB. **Property in the open** means:

1. Fixtures, including outdoor fixtures
2. Permanently installed outdoor machinery and equipment
3. Outdoor furniture
4. Outdoor open air pavilions
5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches and playground equipment,
6. **Property in the open** does not include buildings, structures or **real property** within 1,000 feet of (1) property on the **Schedule of the DECLARATIONS**; or (2) shown on the statement of values that you provide **us**, the function of which is unrelated to or not incidental to the normal operation of (1) property on the **Schedule of the DECLARATIONS**; or (2) shown on the statement of values that you provide **us**.

CC. **Real Property** means buildings and any other structure, including:

- J. Attached additions, extensions, permanent fittings or fixtures; and
- K. Machinery and equipment used to service the buildings;
- L. Yard fixtures.

DD. **Replacement cost** means the cost to replace **covered property**:

1. With new materials of like kind and quality and used for the same purpose; and
2. At the location where the loss happened.

But **replacement cost** excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair or use.

EE. **Schedule of the DECLARATIONS** is the schedule of values reported to and on file with **us**, or attached to this Agreement, and the limits and sub-limits shown in the DECLARATIONS.

FF. **Sinkhole collapse** means loss to **covered property** resulting from the sudden sinking or collapse of any land into naturally occurring underground empty spaces created by the action of water on limestone or similar rock formations. Coverage for **sinkhole collapse** does not include the cost of filling sinkholes.

GG. **Software** means programs stored on media that instruct electronic **data** processing equipment how to process **data**.

HH. **Specified perils** means direct physical loss or damage caused by or resulting from:

1. Fire;
2. Lightning;
3. Aircraft;
4. Explosion, except for **Watercraft** while in the water;
5. Riot;
6. Civil commotion;
7. Smoke;
8. Vehicles;
9. Windstorm or hail to property contained in any building;
10. Malicious mischief;
11. Leakage or accidental discharge from automatic fire protection system;
12. Collapse, except for **Watercraft** while in the water; or
13. Theft, except for **Watercraft** while in the water.

II. **Volcanic activity** means loss to **covered property** directly resulting from:

1. Airborne volcanic blast or shockwaves;
2. Ash, dust, or particulate matter all resulting from volcanic blast;
3. Lava flow.

All **volcanic activity** resulting from eruptions occurring within any 168 hour period will constitute a single **occurrence**.

JJ. **We, us and our(s)** means the Insurers issuing this agreement.

KK. **Wind** means the direct action of the movement of air at any velocity including any substance driven by the movement of the air.

LL. You and your(s) mean the Named Insured party shown on the DECLARATIONS.

## **SECTION IX - COMMON AGREEMENT CONDITIONS**

All Coverage Forms and general endorsements included in this Coverage agreement are subject to the following conditions:

### **A. CANCELLATION**

1. The Named Insured Party(ies) shown in the Declarations may cancel this Coverage agreement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Coverage agreement by mailing or delivering to the Named Insured Party(ies) written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 90 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the Named Insured Party(ies) last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage agreement period will end on that date.
5. If this Coverage Agreement is cancelled, we will send the Named Insured Party(ies) any premium refund due. If we cancel, the refund will be pro rata, subject to G. Minimum Earned Premium. If the Named Insured Party(ies) cancels, the refund may be less than pro rata, subject to G. Minimum Earned Premium. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Failure of the Insured Party(ies) to make timely payment of premium shall be considered a request by the Insured Party(ies) to cancel this Coverage agreement. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Insured Party remits the full premium within 10 days after the date of issuance of the cancellation notice.

### **B. CHANGES**

This Coverage Agreement contains all the agreements between you and us concerning the coverage afforded. The Named Insured Party(ies) shown in the Declarations is authorized to make changes in the terms of this Coverage Agreement with our consent.

This Coverage Agreement's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Agreement.

### **C. CONTROL OF PROPERTY**

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Agreement.

#### D. COORDINATION OF COVERAGES

In the event a single claim or suit triggers coverage under more than one coverage part, the most we will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

#### E. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this Coverage Agreement at any time during the Coverage Agreement period and up to three years afterward.

#### F. INSPECTIONS AND SURVEYS

We have the right but are not obliged to:

- (a) Make inspections and surveys at any time;
- (b) Give you reports on the conditions we find; and
- (c) Recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- 1. Are safe or healthful; or
- 2. Comply with laws, regulations, codes or standards.

This condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### G. MINIMUM EARNED PREMIUM

In the event of cancellation of this Coverage Agreement or any individual line of coverage within this Coverage Agreement by the Insured Party, a minimum premium of 25% of written premium for the Coverage Agreement or for the individual line of coverage therein shall become earned, any provision of the Coverage Agreement to the contrary notwithstanding.

#### H. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Agreement. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the Limit of Coverage of our Coverage Agreement bears to the total of the limits of all the Coverage Agreements and policies covering on the same basis.

I. PREMIUMS

The Named Insured shown in the DECLARATIONS:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay

J. SUBROGATION

- a. In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
- b. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT

Your rights and duties under this Coverage Agreement may not be transferred without our written consent.



**PUBLIC ENTITY  
GENERAL LIABILITY DECLARATIONS**

COVERED PARTY: Park Creek Community Development District  
AGREEMENT NO: 100116235

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Bodily Injury, Property Damage	None	
	Employees Benefits Liability	None	
<u>Coverage</u>			
<input checked="" type="checkbox"/>	Bodily Injury and Property Damage	\$1,000,000	Per Occurrence
	Personal Injury and Advertising Injury	Included	Per Person or Organization
	Products / Completed Operation	Included	
	Medical Payments	\$5,000	
<input checked="" type="checkbox"/>	Employees Benefits Liability	\$1,000,000	Per Occurrence
<input checked="" type="checkbox"/>	Fire Damage Limit	Included	Any One Premise
<input checked="" type="checkbox"/>	No Fault Sewer Backup	\$25,000	Per Claimant
		\$250,000	Aggregate Limit
<input checked="" type="checkbox"/>	Pesticide/Herbicide Limit	\$1,000,000	Per Occurrence and Aggregate Limit

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003



**PUBLIC ENTITY  
GENERAL LIABILITY COVERAGE FORM (Occurrence)**

Various provisions in this Coverage Agreement restrict coverage. Read the entire agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Party shown in the Declarations, and any other person or organization qualifying as a Named Covered Party under this agreement. The words "we," "us" and "our" refer to Florida Insurance Alliance providing this Coverage Agreement.

"Covered party" means any person or organization qualifying as such under SECTION II - WHO IS A COVERED PARTY.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V DEFINITIONS.

**SECTION I – COVERAGES**

**A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Coverage Agreement**

- a. We will pay those sums that the Covered Party becomes legally obligated to pay as damages, because of "bodily injury" or "property damage" to which this coverage agreement applies. We will have the right and duty to defend the Covered Party against any "suit" seeking those damages. However, we will have no duty to defend the covered party against any "suit" seeking damages for "bodily injury" or "property damage" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverages **A.** or **B.**
  - (3) Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the declarations applicable to such coverages.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This coverage applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - (2) The "bodily injury" or "property damage" occurs during the agreement period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

## **2. Exclusions**

This coverage agreement does not apply to:

### **a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the covered party. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### **b. Contractual Liability**

"Bodily injury" or "property damage" for which the covered party is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the covered party would have in the absence of the contract or agreement.

### **c. Liquor Liability**

"Bodily injury" or "property damage" for which any covered party may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### **d. Workers' Compensation And Similar Laws**

Any obligation of the covered party under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### **e. Employer's Liability**

"Bodily injury" to:

- (1) An employee of the covered party arising out of and in the course of:
  - (a) Employment by the covered party; or
  - (b) Performing duties related to the conduct of the covered party's business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies whether the covered party may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the covered party under an "insured contract."



**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any covered party;
  - (b) At or from any premises, site or location which is or was at any time used by or for any covered party or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any covered party or any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any covered party or any contractors or subcontractors working directly or indirectly on any covered party's behalf are performing operations:
    - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such covered party, contractor or subcontractor; or
    - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
  - (f) At or from any premises, site, or location which is or was at any time the responsibility of any covered party to maintain, including but not limited to streets, roads, paths, beaches, waterways, lakes, rivers, canals, retention ponds, bridges, aquifers, or easements.

Subparagraphs (a) and (d) (i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any covered party. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any covered party allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that covered party, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any covered party. This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft less than 52 feet long that is not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the covered party;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph 5.a. or 5.b. of the definition of "mobile equipment" (SECTION V (I)).

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any covered party; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage," however caused, arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage to Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the covered party;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

This exclusion does not apply to personal property held by the covered party as a result of seizure or confiscation.

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Racketeering**

Any damages arising out of any actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 USC or any amendments thereto, or any rules or organizations promulgated thereunder.

**p. Law Enforcement**

"Bodily injury" or "property damage" arising out of any actual or alleged act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.

**q. Asbestos**

"Bodily injury" or "property damage" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

**r. Personal and Advertising Injury**

"Bodily injury" or "property damage" arising out of "personal injury" or "advertising injury".

**s. Mold, Fungi, or Bacteria**

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any covered party, or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The coverage afforded by this agreement does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of coverage applies to this coverage as described in LIMITS OF COVERAGE ( SECTION III).

**t. Distribution of Material In Violation Of Statutes**

Any "loss", cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or  
Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**u. Electronic Vandalism**

Any "loss", injury, damages, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

- (1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
- (2) Unauthorized computer code or programming that:
  - (a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or

networks to which it is introduced;

- (b) Replicates itself, impairing the performance of computers or computer systems or networks; or
- (c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism Exclusion supersedes this Electronic Vandalism Exclusion.

**v. War and Military Action**

"Bodily injury", "property damage", "personal or advertising injury" or "employee benefits wrongful act(s)" however caused, arising, directly or indirectly, out of:

- (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
  - i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
  - ii. By military, naval or air forces; or
  - iii. By an agent of any such government, power, authority or forces.
- (2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence. Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

- (a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.
- (b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.
- (c) Involves Electronic Vandalism as defined in the Electronic Vandalism Exclusion, this War and Military Action Exclusion supersedes the Electronic Vandalism Exclusion.
- (d) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion

**w. Electromagnetic Radiation**

"Bodily injury" or "property damage" arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.

**x. Sexual Abuse and/or Sexual Molestation**

This insurance does not apply to "bodily injury" or "property damage" arising out of:

- 1. The actual, alleged or threatened abuse, "sexual molestation" and/or exploitation of any person while in the care, custody or control of any Insured; or
- 2. The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any insured is or ever was legally

responsible and whose conduct would be excluded by 1. above;

or

3. Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged abuse or "sexual molestation", however caused.

As used in this endorsement, the following **DEFINITIONS** apply:

"Sexual molestation" means physical "sexual abuse" of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

"Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes "sexual molestation", sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

**y. Electronic Vandalism**

Any "loss", injury, damages, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

- (1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
- (2) Unauthorized computer code or programming that:
  - (a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
  - (b) Replicates itself, impairing the performance of computers or computer systems or networks; or
  - (c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action

Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism

Exclusion supersedes this Electronic Vandalism Exclusion.

Computer system means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the Covered Party.

**z. Employee Practices Exclusion**

Bodily injury, personal injury, advertising injury, or property damage arising from employment wrongful act".

Employee Wrongful Act means any actual or alleged:

1. wrongful dismissal or discharge or termination of employment, whether actual or

- constructive;
- 2. employment related misrepresentation;
- 3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
- 4. sexual harassment or other unlawful workplace harassment;
- 5. wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
- 6. wrongful discipline of employees;
- 7. negligent evaluation of employees;
- 8. failure to adopt adequate workplace or employment policies and procedures; or employment related libel, slander, defamation or invasion of privacy.

## **B. PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Coverage Agreement.**

- a. We will pay those sums that the covered party becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage form applies. We will have the right and duty to defend the covered party against any "suit" seeking those damages. However, we will have no duty to defend the Covered Party against any "suit" seeking damages for "personal injury" or "advertising injury" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and
  - (2) Our right and duty to defend end when we have used up the applicable limit of coverage in the payment of judgments or settlements under SECTION I Coverage A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES **A** and **B**.

- b. This coverage agreement applies to:
  - (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; and
  - (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services.
- c. This coverage applies to "personal injury" and "advertising injury" only if:
  - (1) The "personal injury" or "advertising injury" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - (2) The "personal injury" or "advertising injury" occurs during the agreement period.

### **2. Exclusions.**

This coverage agreement does not apply to:

- a. "Personal injury" or "advertising injury":
  - (1) Arising out of oral or written publication of material, if done by or at the direction of the covered party with knowledge of its falsity;
  - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the agreement period;
  - (3) Arising out of a criminal act committed by or at the direction of the covered party; or
  - (4) For which the covered party has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the covered party would have in the absence of the contract or agreement.
- b. "Advertising injury" arising out of:
  - (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - (2) The failure of goods, products or services to conform with advertised quality or

- performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by a covered party whose business is advertising, broadcasting, publishing or telecasting.
- c. "Personal injury" or "advertising injury" expected or intended from the standpoint of the covered party
- d. "Personal injury" or "advertising injury" arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.
- e. "Personal injury" or "advertising injury" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.
- f. "Personal injury" or "advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- g. "Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the covered party hosts, owns, or over which the covered party exercises control.
- h. "Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- i. Any loss, cost or expense arising out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- j. "Personal injury" or "advertising injury", however caused, arising, directly or indirectly, out of war, including undeclared or civil war, warlike action by a military force, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- k. "personal injury" or "advertising injury" arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
- l. "personal injury" or "advertising damage" arising out of:
1. The actual, alleged or threatened abuse, "sexual molestation" and/or exploitation of any person while in the care, custody or control of any Insured; or
2. The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **1.** above;
- or
3. Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged abuse or "sexual molestation", however caused.



As used in this endorsement, the following **DEFINITIONS** apply:

"Sexual molestation" means physical "sexual abuse" of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

"Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes "sexual molestation", sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

#### **C. HERBICIDE AND PESTICIDE**

We will pay the lesser of the General Bodily Injury and Property Damage per occurrence limit or \$1,000,000 whichever is less, for "damages," defense costs and/or claims expenses because of "bodily injury" or "property damage" caused by an "occurrence," which result from any "suits" otherwise covered by this Coverage Agreement, arising in whole or in part out of the application of herbicides and/or pesticides.

Our limit of liability shall not exceed the lesser of the General Aggregate Limit or \$1,000,000 in the aggregate whichever is less for all "damages" defense cost and/or claims expenses, which result from any and all, covered "suits" arising out of the application of such herbicides and/or pesticides.

#### **D. MEDICAL PAYMENTS (Provided if limits are shown on Declarations Page)**

##### **1. Coverage Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
  - (a) The accident takes place in the "coverage territory" and during the agreement period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of coverage as shown in the Declarations. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

##### **2. Exclusions related to Medical Payments**

We will not pay expenses for "bodily injury":

###### **a. Any Insured**

To any Covered Party, except "volunteer workers."

###### **b. Hired Person**

To a person hired to do work for or on behalf of any Covered Party or a tenant of any Covered Party.

###### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

###### **d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any Covered Party, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard."

g. **Coverage A Exclusions**

Excluded under Coverage A.

**E. SEWER BACKUP COVERAGE (Provided if limits are shown on Declarations Page)**

**3. Coverage Agreement**

We will pay damages as described below for "property damage," excluding loss of use of tangible property, caused by an "occurrence" resulting in sewer drain backup:

- a. On "premises" that you do not own or rent;
- b. Because of your operations; provided that:
  - (1) The "occurrence" takes place in the "coverage territory" and during the Coverage Agreement period;
  - (2) The "damages" are incurred and reported to us within one year of the date of the "occurrence."

We will make these payments regardless of negligence. These payments will not exceed the limit of \$1,000 per claimant and \$5,000 in the aggregate during the Coverage Agreement period. If it is determined that you are negligent, these limits will not apply.

**4. Exclusions related to No Fault Sewer Backup Coverage**

We will not pay damages for "property damage":

- a. Included within the "products-completed operations hazard";
- b. Excluded under Section I Coverages A or B;
- c. Due to war whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the covered party at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$300 a day because of time off from work.
5. All costs taxed against the covered party in the "suit."
6. Prejudgment interest awarded against the covered party on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.
8. Expenses incurred by the covered party for first aid to others at the time of an accident for "bodily injury" to which this coverage agreement applies.

9. Up to \$100,000 in aggregate for "personal injury" and related expense for any duly elected or appointed official of any board or commission or agency of yours while acting outside the course and scope of their duties as authorized by you, but only with respect to "personal injury" resulting from his/her affiliation with you. The coverage provided to such individual is excess over any other insurance or coverage specifically insuring against "personal injury" for such individual.
10. Subject to the agreement deductible or Self Insured Retention, we will pay up to \$2,500 in aggregate for "property damage" to personal property in your care, custody or control.

These payments will not reduce the limits of coverage.

## **SECTION II - WHO IS A COVERED PARTY**

- A. All branches of government, executive, legislative and judicial, including any department, office, commission, board, authority, governmental agency or subdivision of any branch of government which are under the jurisdiction of, and totally within the operating budget of, the covered party named in the Declarations, and only while working on behalf of the covered party named in the Declarations.
- B. Any duly elected or appointed official or a member of any board or commission or agency of yours while acting within the course and scope of their employment or as authorized by you.
- C. If you are designated in the Declarations as:
  1. An individual, you and your spouse are covered parties, but only with respect to the conduct of a business of which you are the sole owner.
  2. A partnership or joint venture, you are a covered party. Your members, your partners, and their spouses are also covered parties, but only with respect to the conduct of your business.
  3. An organization other than a partnership or joint venture, you are a covered party. Your executive officers and directors are covered parties, but only with respect to their duties as your officers or directors. Your stockholders are also covered parties, but only with respect to their liability as stockholders.
- D. Each of the following is also a covered party:
  1. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is a covered party for:
    - a. "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
    - b. "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide "professional health care services"; or
    - c. "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
  2. The employed Medical Director or to the extent he/she is an agent of the covered Florida Public Entity, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

With respect to FIA300, Section II, item D2 and FIA 300, Section V, items N1 & N2 and FIA 303, item F "employed" shall mean your legal relationship with any natural person:

- a. With whom you have agreed to create the relation of master & servant; and,
- b. Whom you compensate directly by salary or wages; and,
- c. Whom you treat as an employee with respect to benefits, withholding & taxes; and,
- d. Whom you have the authority or right to ultimately direct and control in the performance of his or her duties, including the details & means to be utilized in performing their work, while performing services approved by you; and,

- e. Who is deemed to be an employee within the contemplation of Florida Statute 768.28
- f. This term shall not include an independent contractor, volunteer, leased or temporary worker, or any person not deemed to be an employee within the contemplation of Florida Statute 768.28.
- 3. Your authorized volunteer or leased employee who are deemed as your agent, but only while under your supervision and in the course and scope of work approved by you.
- E. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is a covered party while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also a covered party, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance or coverage of any kind is available to that person or organization for this liability. However, no person or organization is a covered party with respect to:
  - 1. "Bodily injury" to a co-employee of the person driving the equipment; or
  - 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is a covered party under this provision.
- F. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a named Covered Party if there is no other similar insurance available to that organization. However:
  - 1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the agreement period, whichever is earlier;
  - 2. Section I Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - 3. Section I Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is a covered party with respect to the conduct of any current or past partnership or joint venture that is not shown as a named Covered Party in the Declarations.

### **SECTION III - LIMITS OF COVERAGE**

- A. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - 1. Covered Parties;
  - 2. Claims made or "suits" brought; or
  - 3. Persons or organizations making claims or bringing "suits."
- B. The General Aggregate Limit is the most we will pay for the sum of:
  - 1. Damages under SECTION I Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
  - 2. Damages under SECTION I Coverage **B**.
- C. The Products-Completed Operations Aggregate Limit is the most we will pay under SECTION I Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
- D. Subject to B. above, the Personal and Advertising Injury Limit is the most we will pay under SECTION I Coverage **B** for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
- E. The Fire Damage Limit is the most we will pay under SECTION I Coverage **A** for damages because of "property damage" to premises rented to you arising out of any one fire.
- F. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.
- G. However, subject to and limited by B., C., D., E., and F. above, we will pay:
  - 1. The amount indicated when a claims bill enacted by the Florida Legislature in accordance with Section 768.28 (5) Florida Statutes becomes law;
  - 2. The amount determined by a court of competent jurisdiction for liable action taken outside the

state of Florida for claims where the injury or damage originated from an occurrence outside the state of Florida; or

3. The amount shown in the declarations when Florida Statutes Section 768.28 (5) is deemed inapplicable by a competent court in Florida.

H. Damages will not include:

1. taxes, fines, penalties, or sanctions;
2. punitive or exemplary damages or the multiple portion of any multiplied damages award;
3. matters uninsurable under the laws pursuant to which this coverage agreement is constructed; or
4. the cost to comply with any injunctive or any other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

The limits of this Coverage Agreement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the agreement period shown in the Declarations, unless the agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. Bankruptcy.

Bankruptcy or insolvency of the Covered Party or of the Covered Party's estate will not relieve us of our obligations under this Coverage Agreement.

B. Duties In The Event Of Occurrence, Claim Or Suit.

1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - a. How, when and where the "occurrence" or offense took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. If a claim is made or "suit" is brought against any Covered Party, you must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
  - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved covered party must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the covered party because of injury or damage to which this coverage agreement may also apply.

4. No covered parties will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. Legal Action Against Us.

No person or organization has a right under this Coverage Agreement:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from a covered party; or
2. To sue us on this Coverage Agreement unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Covered Party obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Agreement or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the Covered Party and the claimant or the claimant's legal representative

D. Representations.

By accepting this agreement, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this agreement in reliance upon your representations.

E. Separation Of Covered Parties.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Agreement to the first named Covered Party, this coverage agreement applies:

1. As if each named Covered Party were the only named Covered Party; and
2. Separately to each covered party against whom claim is made or "suit" is brought.

F. Transfer Of Rights Of Recovery Against Others To Us.

If the covered party has rights to recover all or part of any payment we have made under this Coverage Agreement, those rights are transferred to us. The covered party must do nothing after loss to impair them. At our request, the covered party will bring "suit" or transfer those rights to us and help us enforce them.

G. When We Do Not Renew.

If we decide not to renew this Coverage Agreement, we will mail or deliver to the first named Covered Party shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

H. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition.

Such positive support and cooperation shall include, but is not limited to:

1. Formal proclamations or resolutions by your governing board in opposition to such legislation;
2. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and
3. Personal contact by your officials and employees with legislators identified by us.

I. Coordination of Coverage with Public Officials Liability

In the event of a suit of claim triggering coverage under this Coverage Part and the PUBLIC OFFICIALS LIABILITY COVERAGE PART, the terms and conditions in FIA002 (10 16), I. OTHER COVERAGE OR INSURANCE also apply.

## **SECTION V – DEFINITIONS**

A. "Advertising injury" means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. "Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 1. above; or
3. All parts of the world if:
  - a. The injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in 1. above; or

- (2) The activities of a person whose home is in the territory described in 1. above, but is away for a short time on your business; and
- b. The covered party's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in 1. above or in a settlement we agree to.
- E. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- F. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  2. You have failed to fulfill the terms of a contract or agreement; or if such property can be restored to use by:
  3. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  4. Your fulfilling the terms of the contract or agreement.
- G. "Insured contract" means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. An elevator maintenance agreement;
  6. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

7. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  8. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
    - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
    - c. Under which the covered party, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the covered party's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
    - d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
  9. That does not comply with Florida Statute 768.28.
- H. "Loading or unloading" means the handling of property:
1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  2. While it is in or on an aircraft, watercraft or "auto"; or
  3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally

delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

- I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers;
  - 6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing;
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- J. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- K. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
  - 1. Malicious prosecution;
  - 2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  - 3. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - 4. Oral or written publication of material that violates a person's right of privacy.
- L. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. 1. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - a. Products that are still in your physical possession; or
  - b. Work that has not yet been completed or abandoned.
- 2. "Your work" will be deemed completed at the earliest of the following times:
  - a. When all of the work called for in your contract has been completed.
  - b. When all of the work to be done at the site has been completed if your contract calls for work at



more than one site.

- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

3. This hazard does not include "bodily injury" or "property damage" arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
- b. The existence of tools, uninstalled equipment or abandoned or unused materials;
- c. Products or operations for which the classification in this Coverage Form or in our manual of rules includes products or completed operations.

N. "Professional health care services" means any medical, surgical, nursing, psychiatric or dental service, except:

- 1. The acts of employed certified emergency medical service personnel in the course and scope of their duties; or
- 2. The acts of an employed Medical Director in the course and scope of their duties as outlined in Florida Statute 401.265.

O. "Property damage" means:

- 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

P. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this coverage agreement applies are alleged. "Suit" includes:

- 1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Q. "Your product"

- 1. means: any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - a. You;
  - b. Others trading under your name; or
  - c. A person or organization whose business or assets you have acquired; and
- 2. means: containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- 3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- 4. Includes: the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

R. "Your work"

- 1. means: work or operations performed by you or on your behalf; and
- 2. means: materials, parts or equipment furnished in connection with such work or operations.
- 3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- 4. includes: the providing of or failure to provide warnings or instructions.



**PUBLIC ENTITY  
EMPLOYEE BENEFITS LIABILITY COVERAGE  
(Occurrence)**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the  
**GENERAL LIABILITY COVERAGE FORM, FIA 300:**

A. The following is added to **SECTION I - COVERAGES:**

**COVERAGE - EMPLOYEE BENEFITS LIABILITY**

1. Coverage Agreement

a. We will pay those sums that the covered party becomes legally obligated to pay as damages because of any act, error or omission, of the covered party, or of any other person for whose acts the covered party is legally liable, to which this coverage applies. We will have the right and duty to defend the covered party against any "suit" seeking those damages. However, we will have no duty to defend the covered party against any "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits Of Coverage); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission occurs during the coverage agreement period.

2. Exclusions

This coverage does not apply to:

- a. Dishonest, Fraudulent, Criminal or Malicious Act  
Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any covered party, including the willful or reckless violation of any statute.
- b. Bodily Injury, Property Damage, or Personal and Advertising Injury  
"Bodily injury," "property damage" or "personal and advertising injury."
- c. Failure To Perform A Contract  
Damages arising out of failure of performance of contract by any insurer.
- d. Insufficiency of Funds  
Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."
- e. Inadequacy of Performance of Investment/Advice Given With Respect to Participation  
Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program."
- f. **Workers' Compensation and Similar Laws**  
Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.
- g. **ERISA**  
Damages for which any covered party is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
- h. **Available Benefits**  
Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the covered party, from the applicable funds accrued or other collectible insurance.
- i. **Taxes, Fines or Penalties**  
Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
- j. **Employment-Related Practices**  
Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.
- B. For the purposes of the coverage provided by this endorsement: Paragraphs 2., 8., 9., and 10. of the Supplementary Payments do not apply.
- C. For the purposes of the coverage provided by this endorsement, the following is added to Section II - Who Is A Covered Party:
  - 1. Each of the following is also a covered party:
    - a. Each of your "employees" who is or was authorized to administer your "employee benefit program."
    - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
    - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
  - 2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Covered party if no other similar insurance applies to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the coverage agreement period, whichever is earlier.
    - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, Section III - Limits Of Coverage is replaced by the following:
  - 1. Limits Of Coverage**
    - a. The Limits of Coverage shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
      - (1) Covered parties;
      - (2) "Claims" made or "suits" brought;
      - (3) Persons or organizations making "claims" or bringing "suits";

- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program."
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."
- c. Subject to the Aggregate Limit, the Occurrence Limit is the most we will pay for all damages sustained by any "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - (1) An act, error or omission; or
  - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Coverage of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage agreement period shown in the Declarations of the coverage agreement to which this endorsement is attached, unless the coverage agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Coverage.

## **2. Deductible**

- a. Our obligation to pay damages on behalf of the covered party applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable per occurrence. The limits of coverage shall not be reduced by the amount of this deductible.
  - b. The deductible amount stated in the Schedule applies to all damages sustained by any "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
  - c. The terms of this coverage, including those with respect to:
    - (1) Our right and duty to defend any "suits" seeking those damages; and
    - (2) Your duties, and the duties of any other involved covered party, in the event of an act, error or omission, or "claim" apply irrespective of the application of the deductible amount.
  - d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- E. For the purposes of the coverage provided by this endorsement, Conditions B. and D. of Section IV - Commercial General Liability Conditions are replaced by the following:
- B. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**
- 1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
    - a. What the act, error or omission was and when it occurred; and
    - b. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
  - 2. If a "claim" is made or "suit" is brought against any covered party, you must:

- a. Immediately record the specifics of the "claim" or "suit" and the date received; and
    - b. Notify us as soon as practicable.  
You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
  3. You and any other involved covered party must:
    - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
    - b. Authorize us to obtain records and other information;
    - c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
    - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the covered party because of an act, error or omission to which this coverage may also apply.
  4. No covered party will, except at that covered party's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:
1. "Administration" means:
    - a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
    - b. Handling records in connection with the "employee benefit program"; or
    - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.
  2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
  3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
  4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:
    - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
    - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
    - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
    - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
    - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- G. For the purposes of the coverage provided by this endorsement, Definition P. of Section V - Definitions is replaced by the following:
- P. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the covered party must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the covered party submits with our consent.



**PUBLIC ENTITY  
GENERAL LIABILITY FIA ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, FIA 300** and Items A through L except Item H applies to **PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES FORM, FIA 400**:

This coverage does not apply to any liability:

- A. arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- B. alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to \$100,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called;

- C. arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel;
- D. arising out of or caused or contributed to by any subsidence, erosion or earth movement;
- E. arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:
  - 1. Hospital;
  - 2. Clinic;
  - 3. Treatment center or other public medical, psychiatric or psychological facility
  - 4. Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration;
  - 5. Any other facility which is similar or related to any of the foregoing;

- F. arising out of "bodily injury" or "property damage" if such "bodily injury" or "property damage" is due to the rendering or failure to render any "professional health care services", but not including emergency medical services for first aid performed by employed emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- G. arising out of or cause or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common;
- H. arising out of or caused or contributed to by any actual or alleged illegal discrimination;
- I. arising out of the sale or distribution or handling of contaminants, or pollutants including but not limited to acids, alkylides, chemicals, fungus, metals, mold or bacteria in water sold, handled or distributed on behalf of the named COVERED PARTY;
- J. arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorneys fees arising there from.
- K. arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.





**PUBLIC ENTITY  
GENERAL LIABILITY DEDUCTIBLE COVERAGE**

COVERED PARTY: Park Creek Community Development District  
AGREEMENT NO: 100116235

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY**

This endorsement modifies coverage provided under the  
**GENERAL LIABILITY COVERAGE FORM, FIA 300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
  - 1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1) "Bodily injury";
      - (2) "Property damage"; or
      - (3) "Bodily injury" and "property damage" combined as the result of any one "occurrence."

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage," person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
  - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
  - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
  - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
    - (1) "Bodily injury";
    - (2) "Property damage"; or
    - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

- C. The terms of this coverage, including those with respect to:
  1. Our right and duty to defend the Covered Party against any "suits" seeking those damages; and
  2. Your duties in the event of an "occurrence," claim, or "suit" apply irrespective of the application of the deductible amount.
- D.
  1. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
  2. In the event that an occurrence, accident or offense continues beyond the coverage period, the applicable deductible would apply separately to each coverage period in which the occurrence, accident or offense was committed or was alleged to have been committed.



**PUBLIC ENTITY  
PUBLIC OFFICIALS' LIABILITY & EMPLOYMENT PRACTICES LIABILITY  
COVERAGE PART DECLARATIONS**

COVERED PARTY: Park Creek Community Development District  
AGREEMENT NO: 100116235

**SCHEDULE OF COVERAGE AND LIMITS OF LIABILITY**

Coverage is only provided for the coverages indicated by a check mark (☑).

<b><u>Deductibles</u></b>			
	Public Officials' Liability	\$2,500	
	Employment Practices Liability	\$2,500	
	Third Party Employment Practices Liability	\$15,000	
	Public Crisis Event	\$5,000	
<b><u>Coverage</u></b>			
<input checked="" type="checkbox"/>	Public Officials' Liability	\$1,000,000	Per Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date	<input type="text"/>	
<input checked="" type="checkbox"/>	Employment Practices Liability	\$1,000,000	Per Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date	<input type="text"/>	
<input checked="" type="checkbox"/>	Public Crisis Events	\$25,000	Per Claim
<b>Note: Full Prior Acts if no Retroactive Date is shown above.</b>			

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003



**PUBLIC ENTITY**  
**PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM**  
**(Claims Made and Reported)**

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Coverage Agreement**, the **Covered Parties** and Florida Insurance Alliance agree as follows:

**SECTION I - COVERAGE AGREEMENTS**

**A. Public Officials' Liability**

B. Florida Insurance Alliance will pay on behalf of the **Covered Party** all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to Florida Insurance Alliance during the **Agreement Period** or, if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act** in the performance of or failure to perform duties for the **Public Entity**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the **Declarations** and before the end of the **Agreement Period**.

**C. Employment Practices Liability and Third Party Liability**

If coverage is granted pursuant to the **Declarations**, Florida Insurance Alliance will pay on behalf of the **Covered Party** all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to Florida Insurance Alliance during the **Agreement Period**, or if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act**, if such **Claim** is brought and maintained by or on behalf of any past, present or prospective full-time, part-time, temporary or leased employee(s) of the **Public Entity**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the **Declarations** and before the end of the **Agreement Period**.

**D. Public Officials Crisis Management Coverage**

Florida Insurance Alliance will pay on behalf of the **Covered Party**, in excess of the Deductible and subject to the Limit of Liability set forth in the Declarations, those **Crisis Management Expenses** incurred by the **Covered Party** in response to any **Public Crisis Event** first taking place during the **Agreement Period** and reported to Florida Insurance Alliance in accordance with Section VIII. E. of this Coverage Agreement.

**SECTION II - SUPPLEMENTARY PAYMENTS**

**A. Pre-Termination**

If during the **Agreement Period** you report a potential termination of any employee to us prior to the time the termination is made, we will pay for consultation with legal counsel of our choice to provide:

1. Legal analysis concerning the appropriateness of the termination; and

2. If applicable, legal assistance in handling the termination.

The most we will pay is \$2,500 for each potential employee termination, subject to an **Agreement Period** aggregate of \$5,000.

**B. Non-Monetary claims**

Florida Insurance Alliance shall defend a claim seeking relief or redress in any form other than monetary damages, provided said claim is not otherwise excluded, or **Claim Expenses** for a claim seeking such non-monetary relief, subject to the following conditions:

1. **Defense costs** under this section have an aggregate limit of liability of \$100,000, beyond the members' deductible. This limit shall be part of the Limit of Liability stated in the **Declarations**, and again is subject to the per **Claim** Deductible;
2. Florida Insurance Alliance defends the **Claim** from first notice to **Covered Party**.

**SECTION III – DEFINITIONS**

When used in this **Coverage Agreement**:

- A. **Agreement Period** the period of time specified in the **Declarations**, subject to prior termination pursuant to **FIA 002 A. Cancellation of the Coverage Agreement**.
- B. **Advertising Injury** means any damages based upon or arising out of a wrongful act from one or more of the following:
  1. violation of property rights;
  2. misappropriation of advertising ideas or style of business;
  3. infringement of copyright title or slogan.
- C. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the Covered Parties to Florida Insurance Alliance in connection with Florida Insurance Alliance underwriting this **Coverage Agreement** or any policy of which this **Coverage Agreement** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Coverage Agreement**.
- D. **Bodily Injury** means injury to the body, sickness, or disease, including death resulting from such injuries. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.
- E. **Business Invitee** means a natural person, solely in their capacity as one who is invited to enter into and remain on any **Premises** for a purpose directly or indirectly connected with the business or commercial dealings of the **Public Entity** therein. A **Business Invitee** shall not, under any circumstances, include a trespasser or any other person who enters any **Premises** without the **Covered Party** knowledge or permission, or any **Employee**, or any student or minor.
- F. **Claim Expenses** means:
  1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by Florida Insurance Alliance, or by the **Covered Party** with Florida Insurance Alliance's prior written consent, in the investigation and defense of covered **Claims**;

2. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided Florida Insurance Alliance shall have no obligation to apply for or furnish such bond; and
3. prejudgment and post judgment interest awarded in any **Claim**.

**Claim Expenses** shall not include wages, salaries, fees or costs of directors, officers or employees of Florida Insurance Alliance or the Named **Covered Party**.

G. **Claim** means:

1. a civil proceeding against any **Covered Party** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; and
2. an administrative proceeding including but not limited to EEOC or other regulatory proceeding against any **Covered Party**, commenced by the filing of a notice of charges, investigative order or similar document.

H. **Coverage Agreement** means, collectively, the **Declarations**, FIA 002 The Common Agreement Conditions, the **Application**, this **Coverage Agreement** form and any endorsements.

I. **Covered Party** means:

1. the **Public Entity**;
2. all persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on behalf of the **Public Entity**;
3. commissions, boards, or other units, and members and employees thereof, operated by and under the jurisdiction of such **Public Entity** and within an apportionment of the total operating budget indicated in the application for this **Coverage Agreement**;
4. volunteers and leased employees acting for or on behalf of, and at the request and under the direction of, the **Public Entity**;
5. officials and employees of the **Public Entity** appointed at the request of the **Public Entity** to serve with an outside tax exempt entity; and
6. the Medical Director for the **Covered Party** Florida **Public Entity**, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

J. **Crisis Management Expenses** means **Public Relations Expenses, Travel/ Printing Expenses, Family Travel Expenses** and **Post –Crisis Expense**; provided however, that **Crisis Management Expenses** shall not include:

1. the **Covered Party's** overhead expenses or any salaries, wages, fees or benefits of **Employees**;
2. the cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**;
3. any fees or expenses, legal or otherwise, related to civil, administrative or criminal investigations, proceedings or litigation.

K. **Crisis Management Firm** means any public relations firm, crisis management firm or law firm hired or appointed by the **Covered Party** to perform Crisis Management Services in connection with the **Public Crisis Event**. It shall be the duty of the **Public Entity** to select and retain the Crisis Management Firm.

L. **Damages** means compensatory damages which the **Covered Party** becomes legally obligated to pay on account of a covered **Wrongful Act**, by way of judgment, award or, with the prior written consent of Florida Insurance Alliance, settlement.

**Damages** shall not include:

1. taxes, fines, penalties, or sanctions;
2. punitive or exemplary damages or the multiple portion of any multiplied damages award;
3. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or

4. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

M. **Emergency Response Plan** means:

1. a formal written and adopted public safety and crisis response manual that details the **Covered Party's** policies and procedures in the event of an **Public Crisis Event**; or
2. in the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes the **Covered Party** to take emergency action or specifically describes the obligations of the Public Entity in the event of a public emergency.

N. **Employee** means the following natural persons, but only for **Wrongful Acts** committed while acting within the scope of employment for the **Covered Party**.

1. full-time, part-time, seasonal and temporary employees; and
2. all persons who perform services on a volunteer basis for the **Covered Party**, and under the direction and control of the **Covered Party**.

**Employee** shall not include persons providing services to the **Covered Party** under a mutual aid agreement or any similar agreements.

O. **Extended Reporting Period** means the period for the extension of coverage, if exercised, described in Section VI.

P. **Family Travel Expenses** means the reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within thirty (30) days after such **Public Crisis Event** took place to travel to the location where the **Public Crisis Event** took place, so long as the **Public Crisis Event** took place on an official trip sponsored by the **Covered Party**. For the purpose of this definition, coach air transportation and/or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

Q. **Personal Injury** means injury arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. libel, slander or other defamatory or disparaging material;
4. publication or an utterance in violation of an individual's right to privacy; and
5. wrongful entry or eviction, or other invasion of the right to private occupancy.

R. **Pollutants** shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical scents or byproducts produced or released by fungi, but does not include any fungi intended by the **Covered Party** for consumption and electric or magnetic or electromagnetic field. **Pollutants** shall also include any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.

S. **Post-Crisis Expenses** means the reasonable costs incurred by the **Covered Party** within sixty (60) days after the **Public Crisis Event** took place to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of the **Covered Party's Premises** and may assist in prevention or mitigation of future **Public Crisis Events**.

T. **Premises** means the following, if located in the continental United States:

1. any building, facility or other real property including adjoining ways, which the **Covered Party** owns, rents or leases and is used by the **Covered Party** to conduct its business, including administration, maintenance and recreational facilities;
2. any other building, facility, or other real property, but solely if being visited by the **Public**

**Entity's** elected or appointed or employed officials, dictators, members of commissions, boards or other units operated by the **Covered Party** and under its jurisdiction, or **Employees**, on an official business trip on behalf of by the **Covered Party**;

3. any vehicle that the **Covered Party** owns or leases pursuant to a written contract, but solely if being used in the transportation of the **Public Entity's** elected or appointed or employed officials, directors, members of commissions, boards or other units operated by the **Public Entity** and under its jurisdiction, or **Employees**;

**Premises** does not include: (i) any building, facility, or other real property owned, rented or leased by, or under the management and direction of any individual or entity other than the **Covered Party**, other than as described in paragraph 2. above; (ii) any location for an event independently organized by **Employees** or others without the knowledge or approval of the **Covered Party**; or (iii) any vehicle, other than as described in paragraph 3. above.

U. **Property Damage** means:

1. physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
2. loss of use of tangible property which has not been physically injured, damaged or destroyed.

V. **Public Crisis Event** means:

1. any violent act of a criminal nature taking place on the **Covered Party's Premises** which caused **Bodily Injury** to a **Victim**; or
2. a credible threat communicated to the **Covered Party** of a violent act of a criminal nature taking place on the **Covered Party's Premises** which the **Covered Party** reasonably believed may imminently cause **Bodily Injury** to a **Victim**;

In response to which the **Covered Party**

- (i) Implements its **Emergency Response Plan**;
- (ii) contact federal, state or local policy authorities for assistance; and
- (iii) invokes an emergency succession plan due to **Bodily Injury** to a **Victim**, or the credible threat thereof.

**Public Crisis Event** involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **Victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one **Public Crisis Event**.

W. **Public Entity** means the municipality, governmental body, department or unit which is named in the **Declarations**.

X. **Public Relations Expenses** means the reasonable and necessary fees and expenses incurred by the **Covered Party** in response to a **Public Crisis Event**, within 120 days after such **Public Crisis Event** took place, for services performed by a **Crisis Management Firm** to minimize potential harm to the name or reputation of the **Covered Party** arising from such **Public Crisis Event**, including but not limited to maintaining and restoring public confidence in the **Covered Party** and providing advice to the **Covered Party**.

Y. **Related Claims** means all **Claims** arising out of a single **Wrongful Act** or a series of **Related Wrongful Acts**. All **Related Claims** that are made and reported before the end of the **Agreement Period** or any **Extended Reporting Period** provided shall be deemed to have been first made on the earliest date any **Related Claim** is first made against the **Covered Party**, regardless of whether that earliest date is before the **Agreement Period**, during the **Agreement Period**, or during the **Extended**



**Reporting Period**, and regardless of the number of **Related Claims**, claimants, defendants or causes of action.

Z. **Related Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

AA. **Retaliation** means a wrongful act of a **Covered Party** relating to or alleged to be in response to any of the following activities:

1. the disclosure or threat of disclosure by an employee of the **Public Entity** to a superior or to any governmental agency of any act by a **Covered Party** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder,
2. the actual or attempted exercise by an employee of the **Public Entity** of any right that such employee has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights,
3. the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law,
4. strikes by employees of the **Public Entity**, or
5. political affiliation.

BB. **Retroactive Date** means the date specified in the **Declarations**.

CC. **Travel/Printing Expenses** means the reasonable and necessary expense incurred by the **Covered Party** in response to a **Public Crisis Event** within 120 days after such **Public Crisis Event** took place for printing, advertising, mailing materials, or travel by any **Covered Party** or the **Crisis Management Firm** in connection with such **Public Crisis Event**.

DD. **Victim** means:

1. any elected or appointed or employed officials, directors, members of commissions, boards or other unit operated by the **Covered Party** and under its jurisdiction.
2. any **Business Invitee**; or
3. any **Employee**;

Who sustain(s) a **Bodily Injury**.

Provided however, **Victim** shall not include any independent contractor or subcontracted personnel working on the **Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Public Crisis Event**.

EE. **Wrongful Act** means:

1. With respect to Public Officials Liability, any actual or alleged act, error or omission, neglect or breach of duty committed by the **Public Entity**, or by any other **Covered Party** solely in the performance of duties for the **Public Entity**.
2. With respect to Employment Practices Liability, a **Wrongful Employment Practice** or **Third Party** committed by the **Public Entity**, or by any other **Covered Party** solely in the performance of duties for the **Public Entity**.

FF. **Wrongful Employment Practice** means any actual or alleged:

1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. employment related misrepresentation;
3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;

4. sexual harassment or other unlawful workplace harassment;
5. wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
6. wrongful discipline of employees;
7. negligent evaluation of employees;
8. failure to adopt adequate workplace or employment policies and procedures; or
9. employment related libel, slander, defamation or invasion of privacy.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

**GG. Wrongful Third Party** means any actual or alleged against **Covered Party** by a third party individual (other than another **Covered Party**, or a student or minor) with whom a **Covered Party** interacts for the Premises of conducting official business on behalf of the **Covered Party**:

1. harassment (including sexual harassment);
2. discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or;
3. invasion of privacy;

#### **SECTION IV – EXCLUSIONS**

Florida Insurance Alliance shall not be liable for **Damages** or Claims Expenses on account of any Claim:

- A. based upon, arising out or attributable to any actual dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by a **Covered Party**. The applicability to this exclusion to any specific **Covered Party** may be determined by an admission of such **Covered Party**, a finding, or a final adjudication on the proceeding constituting the **Claim** or in a proceeding separate from or collateral to the **Claim**. If any specific **Covered Party** in fact engaged in the conduct specified in this **Exclusion**, such **Covered Party** shall reimburse Florida Insurance Alliance for any **Claim Expense** advanced to or on behalf of such **Covered Party**.
- B. seeking relief or redress in any form other than monetary damages, or **Claims Expenses** for a **Claim** seeking such non-monetary relief, except as provided in the Supplementary Payments above.
- C. alleging, based upon, arising out or attributable to any:
  1. **Bodily Injury;**
  2. **Property Damage;**
  3. **Personal Injury;**
  4. **Advertising Injury;**
  5. any allegation that a **Covered Party** negligently employed, investigated, supervised or retained any person who is liable or responsible for such injury or damage, as it relates to items C 1, 2, 3 and 4 above; or
  6. any willful violation of any statute, ordinance or regulation committed by you or with your knowledge or consent as it relates to items C 1, 2, 3, and 4 above.
- D. alleging, based upon, arising out or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.
- E. alleging, based upon, arising out or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, or civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- F. alleging, based upon, arising out or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.
- G. alleging, based upon, arising out or attributable to the gaining in fact of any profit or financial advantage to which the **Covered Party** was not legally entitled.

- H. alleging, based upon, arising out or attributable to the return or improper assessment of taxes, assessments, penalties, fines, fees.
- I. alleging, based upon, arising out or attributable to:
  - 1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
  - 2. any direction or request that any **Covered Party** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- J. alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- K. alleging, based upon, arising out or attributable to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- L. brought or maintained by or on behalf of or in the right of any **Covered Party**, however, with respects any **Claim** alleging any **Wrongful Employment Practices**, this exclusion shall only apply to cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Covered Party** against another **Covered Party**.
- M. alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the **Covered Party** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practices**.
- N. alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the **Covered Party** under any contract or agreement, unless such liability would have attached to the **Covered Party** even in the absence of such contract.
- O. alleging, based upon, arising out or attributable to any actual or alleged violation of any antitrust, restraint of trade or other law, rule or regulation which protects competition.
- P. alleging, based upon, arising out or attributable to the operation of or activities of any schools, hospitals, clinics, nursing homes, or other health care operations, unless specifically included by endorsement attached.
- Q. alleging, based upon, arising out or attributable to the rendering or failure to render medical services, including without limitation:
  - 1. providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
  - 2. furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
  - 3. handling, arranging or performing post-mortem examinations on human bodies;
  - 4. providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of a hospital or a professional society;
  - 5. providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of a hospital or a professional society; or
  - 6. proffering any advice, counseling, training and oversight in connection with any of the above except as provided under Florida Statute 401.265.
- R. alleging, based upon, arising out or attributable to (1) any prior or pending litigation filed on or before the effective date of the first agreement issued and continuously renewed by Florida Insurance Alliance, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein, or (2) any other **Wrongful Act** which, together with a

**Wrongful Act** in any prior or pending litigation, would constitute **Related Wrongful Acts**.

- S. alleging, based upon, arising out or attributable to (1) any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other agreement or policy, or (2) any other **Wrongful Act** which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Related Wrongful Acts**.
- T. alleging, based upon, arising out or attributable to any **Wrongful Act** prior to the inception date of the first agreement issued by Florida Insurance Alliance and continuously renewed and maintained, if on or before such date any **Covered Party** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.
- U. solely with respect to any **Claim** under Coverage Agreements Clause B, Employment Practices Liability:
  - 1. alleging, based upon, arising out or attributable to any violation of the responsibilities, obligations or duties imposed by (i) any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; (ii) the Fair Labor Standards Act (except the Equal Pay Act), (iii) the National Labor Relations Act, (iv) the Worker Adjustment and Retraining Notification Act, (v) the Consolidated Omnibus Budget Reconciliation Act, (vi) the Occupational Safety and Health Act, any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to a **Claim** for **Retaliation**.
  - 2. alleging, based upon, arising out or attributable to any costs or liability incurred by any **Covered Party** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.
- V. arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.
- W. based on or arising out of the infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property.
- X. any "loss" based upon or arising out of:
  - a. Any activity for which the insured is acting in a Fiduciary capacity; or
  - b. Any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; or
  - c. The formulation of tax rates, the collection of taxes, or the formulation of tax refunds.
- Y. wrongful acts arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
- P. Based upon, directly or indirectly resulting from, or in consequence of or in any way involving the actual, alleged or threatened:
  - 1. abuse or molestation by anyone of any person while in the care, custody or control of any **Covered Party**;
  - 2. the negligent employment, investigation, supervision or retention of any **Covered Party** alleged

- to have abused or molested any person while in the care, custody or control of any **Covered Party**; or
3. the failure of any **Covered Party** to report abuse or molestation when required to do so.

However, Florida Insurance Alliance will afford a defense solely to the **Covered Party** for such **Claims** as provided in SECTION VII. LIMIT OF LIABILITY, paragraph number A. 4.

As used in this endorsement, the following **DEFINITIONS** apply:

“Sexual molestation” means physical “sexual abuse” of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

“Sexual abuse” means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. “Sexual abuse” includes “sexual molestation”, sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

- Q. Any “loss”, injury, damages, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:
- (1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
  - (2) Unauthorized computer code or programming that:
    - (a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
    - (b) Replicates itself, impairing the performance of computers or computer systems or networks; or
    - (c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action

Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism

Exclusion supersedes this Electronic Vandalism Exclusion.

**Computer system** means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the Covered Party.

## **SECTION V - ESTATES, LEGAL REPRESENTATIVES AND SPOUSES**

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Covered Party** shall be considered Covered Parties under this **Coverage Agreement**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Covered Party** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Coverage Agreement** including, without limitation, the Deductible applicable to **Damages** and **Claims Expenses** incurred by Covered Parties shown in the **Declarations**, shall also apply to **Damages** and **Claims Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

## **SECTION VI - EXTENDED REPORTING PERIODS**

If Florida Insurance Alliance terminates or does not renew this **Coverage Agreement** (other than for failure to pay a premium when due), or if the **Public Entity** terminates or does not renew this **Coverage Agreement** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Public Entity** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Coverage Agreement** for at least one **Extended Reporting Period** as follows:

### **A. Automatic Extended Reporting Period**

The **Public Entity** shall have continued coverage granted by this **Coverage Agreement** for a period of seventy five 75 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 75 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Public Entity**.

### **B. Optional Extended Reporting Period**

The **Public Entity** shall have the right, upon payment of the additional premium of 100% of the expiring premium, set forth in the **Declarations**, to purchase an Optional **Extended Reporting Period**, for the period of 12 months following the effective date of such cancellation or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page.

This right to continue coverage shall lapse written notice of such election is given by the **Public Entity** to Florida Insurance Alliance, and Florida Insurance Alliance receives payment of the additional premium, within 30 days following the effective date of termination or nonrenewal.

The first 75 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

- C. Florida Insurance Alliance shall give the **Public Entity** notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date the **Public Entity** gives such notice of such election, and such premium shall be paid by the **Public Entity** to Florida Insurance Alliance within 30 days following the effective date of termination or nonrenewal. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and nonrefundable upon payment.

- D. The **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Coverage Agreement Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of Florida Insurance Alliance for the **Agreement Period** and **Extended Reporting Period**, combined.
- E. A change in **Coverage Agreement** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

#### **SECTION VII - LIMIT OF LIABILITY**

In the event of a suit or claim triggering coverage under this Coverage Part and the GENERAL LIABILITY COVERAGE PART, the terms and conditions in FIA 090, D. COORDINATION OF COVERAGES also apply.

Regardless of the number of Coverages purchased, Covered Parties against whom **Claims** are brought, **Claims** made or persons or entities making **Claims**:

A. Limit of Liability for Coverage(s) Purchased

1. The Each **Claim** Limit of Liability stated in the **Declarations** for a Coverage purchased is Florida Insurance Alliance's maximum liability under that Coverage for the sum of all **Damages** and all **Claims Expenses** because of each **Claim**, including each **Claim** alleging **Related Wrongful Acts**, first made and reported during the **Agreement Period**.
2. The Aggregate Limit of Liability stated in the **Declarations** for a Coverage purchased is Florida Insurance Alliance's maximum liability under that Coverage for the sum of all **Damages** because of all **Claims**, including all **Claims** alleging **Related Wrongful Acts**, first made and reported during the **Agreement Period**.
3. **Claims Expenses** shall be in addition to the Aggregate Limit of Liability stated in the **Declarations**, and shall not reduce such Aggregate Limit of Liability.

B. Maximum **Coverage Agreement** Aggregate Limit of Liability

- C. The Maximum **Coverage Agreement** Aggregate Limit of Liability stated in the **Declarations** is Florida Insurance Alliance's maximum liability under all Coverages purchased for the sum of all **Damages** under this **Coverage Agreement**.

D. Deductible

The Deductible stated in the **Declarations** is applicable to each **Claim** under the **Coverage Agreement** Clauses indicated, including each **Claim** alleging **Related Wrongful Acts**, and applies to both **Damages** and **Claims Expenses** combined. The Deductible shall be paid by the **Public Entity** and shall be borne at the risk of all Covered Parties, and shall remain not covered during the **Agreement Period**. The Limits of Liability set forth in the **Declarations** are in addition to and in excess of the Deductible. If different parts of a single **Claim** are subject to different Deductibles, the applicable Deductible shall be applied separately to each part of the **Damages** and **Claims Expenses**, but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductible does not apply to Supplementary Payments made under this agreement, unless otherwise stated.

E. Multiple Claims

All **Related Claims** shall be deemed a single **Claim**, and such **Claim** shall be deemed first made on the date the earliest of such **Related Claims** was first made.

#### **SECTION VIII – NOTICE**

- A. The **Covered Party** shall, as a condition precedent to the obligations of Florida Insurance Alliance under this **Coverage Agreement**, give immediate written notice to Florida Insurance Alliance of any **Claim**, but in no event later than 30 days after the end of the **Agreement Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period**.
- B. The **Covered Party** shall immediately forward to Florida Insurance Alliance, every demand, notice, summons, or other process or pleadings received by the **Covered Party** or its representatives.

- C. If, during the **Agreement Period**, any **Covered Party** becomes aware of any **Wrongful Act** which may reasonably be expected to give rise to a **Claim** against the **Covered Party**, and during the **Agreement Period** gives written notice thereof to Florida Insurance Alliance with all available particulars, including but not limited to:
1. the specific **Wrongful Act**;
  2. the dates and persons involved;
  3. the identity of anticipated or possible claimants;
  4. the circumstances by which the **Covered Party** first became aware of the possible **Claim**,

and a **Claim** is subsequently made against the **Covered Party** arising from such **Wrongful Act** and properly reported to Florida Insurance Alliance, the **Claim** shall be deemed to have been first made at the time such written notice was received by Florida Insurance Alliance.

- D. All notices under any provision of this **Coverage Agreement** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the Covered Parties may be given to the **Public Entity** at the address shown in the **Declarations**. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.
- E. (1) Covered Party must notify Florida Insurance Alliance in writing as soon as practicable during the **Agreement Period** but in no event more than ten (10) days after the Public Crisis Event first took place. The written notice must be as complete as possible, stating how, when, and where the **Public Crisis Event** took place and the **Bodily Injury** or damage arising therefrom, and providing a summary of the **Crisis Management Expenses** incurred or expected to be incurred.
- (2) To be eligible for coverage, **Crisis Management Expenses** must be submitted to Florida Insurance Alliance not later than ninety (90) days after such **Crisis Management Expenses** are incurred.
- (3) Florida Insurance Alliance will be permitted, but not obligated, to inspect the **Covered Party's** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither Florida Insurance Alliance's right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking, on behalf of or for the benefit of the **Covered Party** or others, to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

#### **SECTION IX - DEFENSE AND SETTLEMENT**

- A. Florida Insurance Alliance shall have the right and duty to defend any covered **Claim** brought against the **Covered Party** even if such **Claim** is groundless, false or fraudulent. The **Covered Party** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of Florida Insurance Alliance, and Florida Insurance Alliance shall have the right to appoint counsel and to make such investigation and defense of a covered **Claim** as it deems necessary.
- B. Florida Insurance Alliance shall not settle any **Claim** without the written consent of the **Public Entity**. If the **Public Entity** refuses to consent to a settlement acceptable to the claimant in the accordance with the Florida Insurance Alliance settlement recommendation, then, subject to the applicable Limit of Liability of the declarations, the **Public Entity's** liability for such **Claim** will not exceed:
- (1) the amount for which such **Claim** could have been settled by the **Public Entity** plus Defense Expenses up to the date the **Public Entity** refused to settle such Claim; plus
  - (2) sixty percent (60%) of any **Damages** and/or **Claim Expenses** in excess of the amount of clause above, incurred in connection with such **Claim**.
- C. Florida Insurance Alliance shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **Claim** after any applicable Limit of Liability specified in the **Declarations** has been exhausted by payment of **Damages** and **Claims Expenses**, or by any combination thereof, or after Florida Insurance Alliance has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, Florida Insurance Alliance shall have the right to withdraw from the further investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Covered Party**.



- D. The Covered Parties shall cooperate with Florida Insurance Alliance, and provide to Florida Insurance Alliance all information and assistance which Florida Insurance Alliance reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Coverage Agreement**. The Covered Parties shall do nothing that may prejudice Florida Insurance Alliance's position.

#### **SECTION X - REPRESENTATIONS AND SEVERABILITY**

- A. The Covered Parties represent and acknowledge that all the information and statements provided to Florida Insurance Alliance by any **Covered Party**, including information and documentation in, attached to or incorporated in the **Application**, are true, accurate and complete, constitute material representations made by all Covered Parties, are the basis of this **Coverage Agreement**, are incorporated into and constituting a part of this **Coverage Agreement**, and are material to the acceptance of this risk or the hazard assumed by Florida Insurance Alliance under this **Coverage Agreement**.
- B. It is understood and agreed that:
1. this **Coverage Agreement** is issued in reliance upon the truth and accuracy of such representations;
  2. the **Public Entity** has and will provide accurate information with regard to loss control audits and network security assessments; and
  3. if such representations or such information are not true, accurate and complete, this **Coverage Agreement** shall be null and void in its entirety and Florida Insurance Alliance shall have no liability hereunder.

#### **SECTION XI - TERRITORY AND VALUATION**

- A. All premiums, limits, Deductibles, **Damages, Claims Expenses** and other amounts under this **Coverage Agreement** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages and Claims Expenses** under this **Coverage Agreement** is stated in a currency other than United States of America dollars, payment under this **Coverage Agreement** shall be made in United States dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages or Claims Expenses** is due, respectively or if not published on such date, the next date of publication of The Wall Street Journal.
- B. Coverage under this **Coverage Agreement** shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages or Claims Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

#### **SECTION XII – SUBROGATION**

In the event of any payment under this **Coverage Agreement**, Florida Insurance Alliance shall be subrogated to the extent of such payment to all the rights of recovery of the Covered Parties. The Covered Parties shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Florida Insurance Alliance effectively to bring suit or otherwise pursue subrogation rights in the name of the Covered Parties.

#### **SECTION XIII - ACTION AGAINST FLORIDA INSURANCE ALLIANCE AND BANKRUPTCY**

- A. Except as provided in Section XVI, Alternative Dispute Resolution, no action shall be brought against Florida Insurance Alliance, unless, as a condition precedent thereto, the Covered Parties shall have fully complied with all the terms of this **Coverage Agreement**, and the amount of the Covered Parties' obligation to pay shall have been fully determined either by judgment against the Covered Parties after actual trial and appeal or by written agreement of the Covered Parties, the claimant and Florida Insurance Alliance.

- B. Bankruptcy or insolvency of the Covered Parties or of the Covered Parties' estates shall neither relieve nor increase any of the obligations of Florida Insurance Alliance hereunder.

#### **SECTION XIV - AUTHORIZATION CLAUSE**

By the acceptance of this **Coverage Agreement**, the **Public Entity** agrees to act on behalf of all Covered Parties with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or nonrenewal, the payment of premiums, the receiving of any premiums that may become due under this **Coverage Agreement**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this Agreement, and all Covered Parties agree that the **Public Entity** shall act on their behalf.

#### **SECTION XV - ALTERATION, ASSIGNMENT AND HEADINGS**

- B. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Coverage Agreement** nor prevent Florida Insurance Alliance from asserting any right under the terms of this **Coverage Agreement**.
- C. No change in, modification of, or assignment of interest under this **Coverage Agreement** shall be effective except when made by a written endorsement to this **Coverage Agreement**, which is signed by an authorized representative of Florida Insurance Alliance.
- D. The titles and headings to the various parts, sections, subsections and endorsements of the **Coverage Agreement** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

#### **SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION**

The Covered Parties and Florida Insurance Alliance shall submit any dispute or controversy arising out of or relating to this **Coverage Agreement** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this Section.

Either a **Covered Party** or Florida Insurance Alliance may elect the type of ADR process discussed below; provided, however, that the **Covered Party** shall have the right to reject the choice by Florida Insurance Alliance of the type of ADR process at any time prior to its commencement, in which case the choice by the **Covered Party** of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which Florida Insurance Alliance and the **Covered Party** mutually agree, in which the **Covered Party** and Florida Insurance Alliance shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the **Covered Party** and Florida Insurance Alliance mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence arbitration in accordance with this Section; provided, however, that no such arbitration shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process must be commenced in the state indicated in the **Declarations** as the principal address of the **Public Entity**. The **Public Entity** shall act on behalf of each and every **Covered Party** in connection with any ADR process under this Section.



**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY**  
**EXTRA CONTRACTUAL LEGAL EXPENSE COVERAGE ENDORSEMENT ADMINISTRATIVE PROCEEDINGS**

I. The Coverage Agreement is amended to include the following additional coverages:

A. We will reimburse the member one hundred percent (100%) of the Legal Fees it pays an attorney when such fees are incurred by any of the member's public officers as a result of an occurrence resulting in a covered action that alleges wrongdoing of such public officers, up to a maximum of twenty-five thousand dollars (\$25,000) per occurrence, not to exceed one hundred thousand dollars (\$100,000) in the aggregate for the coverage year subject to the following conditions:

1. Coverage for the occurrence does not arise elsewhere in the Agreement
2. The public officer's conduct that gave rise to the covered action occurred while he or she was lawfully acting in his or her official capacity;
3. Coverage is specifically excluded for any occurrence outside the effective dates of this endorsement;
4. This coverage shall exclude reimbursement for any fines or penalties against the public officer resulting from a covered action.
5. FIA will not reimburse Legal Fees if the Public Officer is found to have breached the public trust or otherwise is found to have committed the violations alleged in the Covered Action.
6. The member provides FIA such documentation as is reasonably required to demonstrate the Legal Fees incurred by the public officer and paid by the member
7. After the appropriate deductible or Self Insured retention, whichever applicable, is met.

II. The Definition Section of the Agreement is amended to include the following additional definitions which shall apply exclusively to this endorsement:

**"Attorney"** means a person admitted by the Supreme Court of Florida to practice law in Florida and who is a member in good standing of The Florida Bar. "Attorney" excludes the member's city attorney or customary chief legal adviser.

**"Covered Action"** means any administrative proceeding before the Florida Public Employees Relation Commission, the State of Florida Commission on Human Relations or the Federal Equal Employment Opportunity Commission, and any ethics proceeding before the State of Florida Commission on Ethics or an ethics proceeding before any local ethics commission created by ordinance which has jurisdiction over the occurrence. Covered Action shall include related appeals arising from any of the underlying proceedings described herein.

**"Ethics Proceeding"** means any proceeding designed to dispose of an ethics complaint initiated in the State of Florida Commission on Ethics alleging a public officer or group of public officers of a member has committed a breach of public trust, excluding any portion of such proceeding prior to the issuance of a "Determination of Investigative Jurisdiction and Order to Investigate."



## **MEDIA CONTENT SERVICES, NETWORK SECURITY, AND PRIVACY LIABILITY ENDORSEMENT**

THIS IS A CLAIMS MADE AND REPORTED COVERAGE ENDORSEMENT. THIS COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE COVERED PARTY AND REPORTED IN WRITING TO FIA DURING THE AGREEMENT PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW CAREFULLY.

**Item 1 LIMITS OF LIABILITY (Inclusive of claim expenses):**

- (a) \$100,000 Each Claim
- (b) \$100,000 Policy Aggregate for the Policy Period - but sublimited to:
  - (i) \$100,000 Aggregate for the Policy Period, for all Privacy Notification Costs for Privacy Liability
  - (ii) \$100,000 Aggregate for the Policy Period, for all Regulatory fines and claim expenses for Privacy Liability

**Item 2 DEDUCTIBLE (Inclusive of claim expenses):**

- (a) Same as POL Deductible on FIA 040 Each Claim
- (b) Same as POL Deductible on FIA 040 Each Claim for all Privacy Notification Costs for Privacy Liability
- (c) Same as POL Deductible on FIA 040 Each Claim for all Regulatory fines and claims expenses for Privacy Liability

**Item 3 RETROACTIVE DATE (if applicable):** October 1, 2015

Words and phrases that appear in bold print have special meanings that are defined in FIA-400 or additional definitions exclusive to this endorsement are defined in SECTION V. DEFINITIONS of the endorsement.

**I. INSURING AGREEMENTS**

Provided always that the subject act or omission was committed on or subsequent to the retroactive date specified in Item 3. in the endorsement and that prior to the inception date of this policy no Covered Party had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a claim, then FIA agrees as follows:

**A. Media Content Services Liability Coverage**

FIA will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as damages and claim expenses as a result of a claim first made against the Covered Party and reported in writing to FIA during the agreement period, for actual or alleged personal injury, by reason of an act, error or omission in the performance of media communications, by the Covered Party or by someone for whom the Covered Party is legally responsible, including liability assumed under contract.

B. Network Security Liability Coverage

FIA will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as damages and claim expenses as a result of a claim first made against the Covered Party and reported in writing to FIA during the agreement period, by reason of an act, error or omission by the Covered Party in providing or managing the security of a computer system for others for a fee that either (i) causes a network breach, or (ii) prevents a third party who is authorized to do so from gaining access to a computer system.

C. Privacy Liability Coverage

If, at the time of the respective act, error or omission described below, the Covered Party had in force a privacy policy pertaining to the subject matter of the corresponding subsection, then:

1. FIA will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as damages and claim expenses as a result of a claim first made against the Covered Party and reported in writing to FIA during the agreement period by reason of a privacy wrongful act committed by the Covered Party in the Covered Party's capacity as such.
2. FIA will pay privacy notification costs, in excess of the deductible that the Covered Party incurs with FIA's prior written consent resulting from the Covered Party's legal obligation to comply with a breach notification law due to the Covered Party's failure to prevent unauthorized access, to the extent such unauthorized access (1) results in a data breach from a computer system, and (2) occurred and was reported in writing to FIA during the agreement period, but only to the sublimit, if purchased, stated in Item 1.(b)(i) in the endorsement.
3. FIA will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as regulatory fines and claim expenses as a result of a regulatory proceeding first made against the Covered Party and reported to FIA during the agreement period resulting from a violation of a privacy law by reason of a privacy wrongful act by the Covered Party committed in the Covered Party's capacity as such, but only to the sublimit, if any, stated in Item 1. (b)(ii) in the Declarations.

II. FIRST PARTY INSURING AGREEMENTS

A. Extortion Threat

FIA will indemnify the Covered Party all sums incurred in excess of the deductible and with FIA's prior written consent for extortion damages as a result of an extortion threat first made against an Covered Party in its capacity as such and reported to FIA during the agreement period by a person other than an Covered Party or any person acting or proceeding with the knowledge and consent of, at the direction or request of, or with the assistance of an Covered Party.

B. Crisis Management Expense

FIA will indemnify the Covered Party all sums incurred in excess of the deductible and with FIA's prior written consent, for the cost of public relations consultants for the purpose of averting or reducing damage to the Covered Party's reputation provided that the claim results from a network breach to the Covered Party's computer system or a privacy wrongful act.

C. Business Interruption

FIA will indemnify the Covered Party all sums in excess of the deductible for the reduction in business income the Covered Party sustains during the period of restoration of an actual interruption of the use of the computer system of the Covered Party provided the claim results from a network breach to the Covered Party's computer system.

III. DEFENSE AND SETTLEMENT A.

Defense

FIA has the right and duty to defend any claim against the Covered Party seeking damages payable under the terms of this policy, even if any of the allegations of the claim are groundless, false or fraudulent. Defense counsel may be designated by FIA or, at FIA's option, by the Covered Party with FIA's written consent and subject to FIA's guidelines.

B. Settlement

FIA will have the right and duty to make, with the written consent of the Covered Party, any settlement of a claim under this policy. If the Covered Party refuses to consent to a settlement within the policy's applicable limit of liability that is recommended by FIA and acceptable to the claimant, then FIA's limit of liability under this policy will be reduced to the amount of damages for which the claim could have been settled plus all claim expenses incurred up to the time FIA made its recommendation and fifty percent (50%) of claims expenses in excess of the recommended settlement, the total of which will not exceed the limit of liability specified in the Declarations.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE A.

Limit of Liability - Each Claim

Subject to Paragraph C. below, FIA's limit of liability for damages and claim expenses for each claim first made and reported in writing to FIA during the agreement period will not exceed the amount shown in Item 1.(a) in the Declarations for "Each Claim."

B. Limit of Liability - Policy Aggregate

FIA's limit of liability for damages and claim expenses for all claims first made and reported in writing to FIA during the agreement period and for all privacy notification costs payable under Insuring Agreement I.C.2 will not exceed the aggregate amount shown in Item 1.(b) in the Declarations as the "Policy Aggregate," subject to the following sublimits which are part of and not in addition to the "Policy Aggregate" limit of liability:

1. The sublimit of liability stated in Item 1(b)(i) in the Declarations is the aggregate limit for the agreement period, for all privacy notification costs for privacy liability under Insuring Agreement I.C.2.; and
2. The sublimit of liability stated in Item 1(b)(ii) in the Declarations is the aggregate limit for the agreement period, for all regulatory fines and claim expenses for privacy liability under Insuring Agreement I.C.3.

C. Exhaustion of Limits

FIA is not obligated to pay any damages, claim expenses, or privacy notification costs or to defend or continue to defend any claim after the applicable limit of liability has been exhausted by the payment of damages, claim expenses, or privacy notification costs or any combination thereof; or after FIA has deposited the remaining available limit of liability into a court of competent jurisdiction or tendered the remaining available limit of liability to the Covered Party or, if applicable, to the excess insurer(s) of the Covered Party.

D. Deductible

1. The deductible amount shown in Item 2.(a) of the Declarations is the Covered Party's obligation for each claim and applies to the payment of damages and claim expenses. The deductible will be paid by the Covered Party. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.
2. The deductible amount stated in Item 2.(b) of the Declarations applies separately to each event or series of related events giving rise to an obligation to incur privacy notification costs for privacy liability. The deductible will be paid by the Covered Party. The sublimit set forth in Item 1.(b)(i) in the Declarations are part of and not in addition to the "Policy Aggregate" limit of liability and in excess of the deductible stated in Item 2.(b).
3. The deductible amount stated in Item 2.(c) in the Declarations applies separately to each event or series of related events giving rise to an obligation to incur regulatory fines and claim expenses for privacy liability. The deductible will be paid by the Covered Party. The sublimit set forth in Item 1.(b)(ii) in the Declarations are part of and not in addition to the "Policy Aggregate" limit of liability and in excess of the deductible stated in Item 2.(c).

E. Early Claim Resolution Incentive

If a claim is resolved or concluded, with the consent of the Covered Party and FIA, as reflected in a settlement agreement, order, dismissal, or judgment, within one (1) year following the date that the claim is reported in writing to FIA, the Covered Party will be reimbursed or credited fifty percent (50%) of the deductible, but not to exceed a maximum reimbursement of twenty-five thousand dollars (\$25,000) per agreement period for all such claims resolved or concluded in accordance with this Paragraph E.

F. Multiple Covered Party, Claims and Claimants

1. The limits of liability shown in the Declarations are the maximum amount FIA will pay under this policy for damages, claim expenses and privacy notification costs, regardless of the number of Covered Party, claims made, claimants, or events giving rise to privacy notification costs.
2. All claims arising from the same or a series of related, repeated or similar acts, errors or omissions or from any continuing acts, errors or omissions will be considered a single claim for purposes of this policy, irrespective of the number of claimants or Covered Party involved in the claim. All such claims shall be deemed to have been made at the time of the first such claim.
3. All events giving rise to privacy notification costs arising out of a single act, error or omission or related, repeated or similar acts, errors or omissions will be considered a single event for purposes of this policy, irrespective of the number of claimants or Covered Party involved in the event. All such events shall be deemed to have occurred and the resulting claim made at the time the Covered Party first became aware of the earliest of all such events.

G. Supplementary Payments

Supplementary payments are not subject to the deductible and are in addition to the limits of liability.

FIA will pay up to two hundred and fifty dollars (\$250) for loss of earnings to the Covered Party for each day or part of a day the Covered Party is in attendance, at FIA's request, at a trial, hearing or arbitration proceeding involving a claim against the Covered Party. In no event shall the amount payable hereunder exceed five thousand dollars (\$5,000) per agreement period.

V. DEFINITIONS (Items listed below apply to this endorsement only; if definitions that are shown below are also defined elsewhere in the coverage agreement the definition below is the prevailing definition with respect to this endorsement.)

- A. Advertising means publicly disseminated material which promotes the service, business, or product of the Covered Party or a client of the Covered Party, but only where such material was disseminated at the prior written request of the Covered Party.
- B. Assumed under contract means liability for damages for personal injury which the Covered Party is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the Covered Party prior to the occurrence of the personal injury for which indemnity is sought, and (ii) requires the Covered Party to indemnify for personal injury caused in whole or in part by the content of media material used in a media communication.
- C. Breach notification law means any local, state, federal or foreign statute or regulation requiring the Covered Party to protect the confidentiality and/or security of personally identifiable information.
- D. Claim means:
  - 1. a written demand received by a Covered Party for monetary damages, including the service of suit or initiation of arbitration proceedings;
  - 2. the initiation of a suit or arbitration proceeding against an Covered Party seeking injunctive relief; and
  - 3. with respect to coverage provided under Insuring Clause I.C.3 only, the institution of a regulatory proceeding against the Covered Party.
- E. Computer system means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the Covered Party.
- F. Covered Party per the definition from FIA-400 and the following with respects to this endorsement only:
  - 1. independent contractors but only for media communication services performed at the direction and for the benefit of the Covered Party;



- G. Damages means any compensatory sum and includes a judgment, award or settlement, provided any settlement is negotiated with FIA's written consent, and prejudgment interest awarded against the Covered Party on that part of the judgment FIA offers to pay. If FIA makes an offer to pay the applicable limits of liability, it will not pay any prejudgment interest based on that period of time after the offer.

Damages does not include:

1. the return, reduction, loss or restitution of fees, profits, charges, commissions or royalties for goods or services already provided or contracted to be provided, disgorgement of unjust enrichment or profits expenses or costs for media communication performed or to be performed by the Covered Party;
2. fines, penalties, forfeitures, liquidated damages, sanctions, taxes;
3. punitive or exemplary amounts;
4. the multiplied portion of any multiplied awards;
5. the cost to comply with any injunctive, non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
6. costs incurred to correct, re-perform or complete any media communication;
7. regulatory fines; provided, however, notwithstanding the foregoing, solely with respect to Insuring Agreement I.C.3, damages includes regulatory fines .

However, with respect to any claim, it is understood and agreed that the insuring of punitive or exemplary damages is deemed permitted under the laws and public policy of the applicable jurisdiction.

The term "applicable jurisdiction" shall mean for the purposes of this policy that jurisdiction most favorable to the insurability of punitive or exemplary damages provided that the jurisdiction must be:

- a. where the punitive or exemplary damages were awarded or imposed;
- b. where any act which forms the basis of the claim took place; or
- c. where any Covered Party is incorporated, resides, or has its principal place of business.

- H. Data breach means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a computer system, including but not limited to personally identifiable information, charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.

- I. Extortion Damages means money paid by a Covered Party in its capacity as such and with FIA's prior written consent to a person reasonably believed to be making an extortion threat for the purpose of ending an extortion threat against the Covered Party. Extortion damages shall include reasonable and necessary expense incurred by a Covered Party with FIA's prior written consent that directly relate to the Covered Party's efforts to investigate and/or end an extortion threat.
- J. Extortion Threat means any credible act, error or omission which actually, potentially, or threatens to:
1. hinder, restrict access to or corrupt an Covered Party's computer system ;
  2. introduce malicious code into an Covered Party's computer system; or
  3. disclose, disseminate, destroy, corrupt or use the confidential information of a third party taken from an Covered Party's computer system as a result of unauthorized access to such computer system;
- K. Interrelated Act means any fact, circumstance, situation, transaction, act, error, omission, or event which is based on, arising out of, or having as a common nexus any of the same or related or series of related facts, circumstances, situations, transactions, acts, errors, omissions or events.
- L. Malicious code means any unauthorized, corrupting, or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.
- M. Media communication means the publishing, transmission, display, broadcast, web cast, dissemination, distribution or release of media material to the public by or on behalf of the Covered Party.
- N. Media material means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form, including advertising.
- O. Network breach means:
1. the alleged or actual unauthorized access to a computer system that results in:
    - a. the destruction, deletion or corruption of electronic data on a computer system;
    - b. a data breach from a computer system; or
    - c. denial of service attacks against Internet sites or computers.
  2. transmission of malicious code from a computer system to third party computers and systems.

A series of continuing network breaches or related, repeated, or similar network breaches shall be considered a single network breach and be deemed to have occurred at the time of the first such network breach.

P. Newly acquired subsidiary means any entity newly formed or acquired by the Covered Party: during the agreement period in which the Covered Party has more than fifty percent (50%) of the legal or beneficial interest, but only upon the conditions that:

1. Within sixty (60) days of such formation or acquisition, the Covered Party has provided FIA with full particulars of such newly acquired subsidiary and FIA has agreed in writing to insure such newly acquired subsidiary, but FIA shall not be required to insure such newly acquired subsidiary;
2. The Covered Party has paid the additional premium, if any, charged by FIA and has agreed to any amendment of the provisions of this policy; and
3. FIA will only provide coverage with respect to a Claim when the act or omission is committed on or after the date such newly acquired subsidiary became a newly acquired subsidiary and prior to the date such newly acquired subsidiary ceased to be a newly acquired subsidiary. An entity ceases to be a newly acquired subsidiary under this policy on the date during the agreement period that the Covered Party's legal or beneficial interest in such entity becomes less than fifty percent (50%).

Q. Period of Restoration means the time period that begins on the specific date the actual interruption of the use of the Covered Party's computer system starts and ends on the specific date that the actual interruption of the use of the computer system ends. In no event, however, shall the period of restoration mean a time period to exceed sixty (60) days.

R. Personally identifiable information means an individual's name in combination with one or more of the following:

1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulation issued pursuant to the Act;
3. the individual's social security number, drivers license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers (PINs) that allows access to the individual's financial account information; or
4. other non-public personally identifiable information, as protected under any local, state, federal or foreign statute or regulation.

Provided, however, personally identifiable information does not mean information that is lawfully available to the public, including information from any local, state, federal or foreign governmental entity or body.

S. Personal injury means injury other than bodily injury to a third-party arising out of one or more of the following offenses by reason of a Covered Party's act, error or omission in the performance of or negligence regarding the content of any media communication:

1. false arrest, detention or imprisonment;
2. libel, slander, or other defamatory or disparaging statement or materials;
3. oral or written publication of material that violates an individual's right of privacy;
4. wrongful entry or eviction, or other invasion of the right of private occupancy;
5. plagiarism, piracy or misappropriation of ideas or style of doing business; and
6. infringement or misappropriation of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name.

T. Privacy notification costs mean reasonable and necessary:

1. costs to hire a security expert to determine the existence and cause of any theft or unauthorized access to or disclosure of personally identifiable information;
2. costs to notify consumers under a breach notification law;
3. fees incurred to determine the actions necessary to comply with a breach notification law; and
4. credit monitoring services of the affected consumers if required by breach notification law.

Privacy notification costs will be paid first and will reduce the limit of liability available to pay damages. Privacy notification costs do not mean fees, costs or expenses of employees or officers of FIA, or salaries, loss of earnings, overhead, or any other remuneration by, to or of any Covered Party.

U. Privacy policy means written documents that set forth the Covered Party's policies, standards, practices and procedures for the acquisition, obtaining, collection, use, disclosure, sharing, transmission, dissemination, correction, access to or supplementation of personally identifiable information.

V. Privacy wrongful act means:

1. the theft or unintentional disclosure or mishandling of personally identifiable information that is in the care, custody, or control of the Covered Party; or
2. the Covered Party's unintentional failure to timely disclose a network breach in violation of any breach notification law.

3. Solely with respect to Insuring Agreement I.C.2, privacy wrongful act also means the Covered Party's unintentional failure to comply with that part of a privacy policy that expressly:
- a. requires notification to a person of the Covered Party's obtaining, acquisition, compilation or use of their personally identifiable information;
  - b. requires the Covered Party to disclose personally identifiable information or correct incomplete or inaccurate personally identifiable information after a proper request has been made by an authorized person;
  - c. requires the Covered Party to prevent the loss of personally identifiable information;
  - d. prohibits, prevents, restricts, or limits the improper or intrusive obtaining, acquisition, compilation or use of personally identifiable information; and
  - e. allows a person to opt-in or opt-out of the Covered Party's obtaining, acquisition, compilation or use of their personally identifiable information.
- X. Regulatory fines means any civil fine or civil monetary penalty imposed in a regulatory proceeding payable by the Covered Party to the government entity bringing such regulatory proceeding in such entity's regulatory or official capacity.
- Y. Regulatory proceeding means a request for information, civil investigative demand, suit, civil investigation, or civil proceeding commenced by the service of a complaint or similar pleading by or on behalf of any local, state, federal or foreign governmental entity in such entity's regulatory or official capacity which may reasonably be expected to give rise to a claim covered by this policy.
- Z. Subsidiary means any entity of which the Covered Party owns, either legally or beneficially, more than a fifty percent (50%) interest in such entity. On the date during the agreement period that the Covered Party's legal or beneficial ownership interest in such entity becomes less than fifty percent (50%), such entity will cease to be a subsidiary under this policy. In such event, coverage will be provided under this policy, but only with respect to acts or omissions committed prior to such date in accordance with all other terms and conditions of this policy. No coverage will be afforded under this policy with respect to claims made against an Covered Party based on any act or omission that was committed on or subsequent to such date.
- AA. Unauthorized access means the gaining of access to computer systems by an unauthorized person or persons.

## VI. EXCLUSIONS

This endorsement does not apply to any claim or with respect to any privacy notification costs or regulatory proceeding: A. Deliberate Acts

Based upon or arising out of any dishonest, intentionally or knowingly wrongful, fraudulent, criminal or malicious act or omission by a Covered Party. FIA will provide the Covered Party with a defense of such claim and pay claim expenses for any such suit which is brought alleging such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy. Criminal proceedings are not covered under this policy regardless of the allegations made against the Covered Party.

### B. Personal Profit

Based upon or arising out of the gaining of any personal profit or advantage to which the Covered Party is not legally entitled.

### C. Prior Acts

Based upon or arising out of:

1. any fact, circumstance, situation, transaction, act, error, omission, or event which, before the inception date of this policy, was the subject of any notice given under any other insurance policy; or
2. any fact, circumstance, situation, transaction, act, error, omission, or event, whenever occurring, which, together with any fact, circumstance, situation, transaction, act, error, omission, or event which has been the subject of such notice, would constitute an interrelated act.

### D. Bodily Injury/Property Damage

Based upon or arising out of bodily injury or property damage.

### E. Employment Practices

Based upon or arising out of discrimination, humiliation, harassment, or misconduct based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference or other classification. FIA will provide the Covered Party with a defense of such claim and pay claim expenses for any suit which is brought alleging such discrimination as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy.

### F. Ownership

Based upon or arising out of media content services performed for or by, or created for or sold to, any business enterprise not named in the Declarations if on or after the date or time of the act or omission giving rise to such claim:

1. any Covered Party controlled, owned, operated or managed such entity; or

2. any Covered Party was an owner, partner, member, director, officer or employee of such entity.

Control of or ownership in a business enterprise is presumed if any Covered Party owned or held ten percent (10%) or more of the equity and/or debt instruments of such enterprise.

G. Covered Party v. Covered Party

By or on behalf of an Covered Party under this policy against any other Covered Party hereunder; however, this exclusion shall not apply to a claim made by an employee of either the Covered Party or a subsidiary or newly acquired subsidiary otherwise covered under Insuring Agreement I.E 1.

H. ERISA/Securities

Based upon or arising out of actual or alleged violation of:

1. the Employee Retirement Income Security Act of 1974;
2. the Securities Act of 1933;
3. the Securities Exchange Act of 1934;

or any rules, regulations or amendments issued in relation to such acts, or any similar state or federal statutes or regulations, including any claim based upon common law principles of liability.

I. Pollution

Based upon or arising out of whether suddenly or over a long period of time, any:

1. actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants whether suddenly or over a period of time; or any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of pollutants; or
2. injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any pollutants.

J. Contract Liability

Based upon or arising out of any liability of others assumed by the Covered Party under any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise, unless such liability would have attached to the Covered Party even in the absence of such contract or agreement; however, solely with respect to Insuring Agreement I.C., this exclusion does not apply to liability assumed under contract;

K. Guarantees

Based upon or arising out of any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise:

1. for or relating to return on investment, cost savings, or profits;
2. for or relating to time of delivery; or
3. which creates or requires compliance with an expressed or implied duty to exercise a degree of care or skill higher than applicable industry standards.

L. Advertising

Based upon or arising out of:

1. fees, expenses, cost guarantees, cost representations, pricing guarantees, price representations, contract price, estimates of probable costs, or cost estimates actually or allegedly being exceeded;
2. any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
3. inaccurate, inadequate, or incomplete description of the price of goods, products or services; or
4. the failure of goods, products or services to conform with any represented or implied quality or performance contained in advertising.

M. Product Recall

Based upon or arising out of any loss, cost or expenses incurred or that may be incurred by the Covered Party or others for the:

1. adjustment, withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:
  - a. any technology products, including any products or other property of others that incorporate technology products;
  - b. any products or other property on which miscellaneous professional services or technology services are performed; or
  - c. any work product resulting from or incorporating the results of miscellaneous professional services or technology services ; or
2. reprinting, recall, withdrawal, removal or disposal of any media material, including any media or products containing media material.



N. Business Practice

Based upon or arising out of any actual or alleged anti-trust violation, price fixing, monopolization, predatory pricing, price discrimination, restraint of trade, unfair competition, violation of consumer protection laws (except consumer privacy protection laws for claims involving a privacy wrongful act), false, deceptive or unfair trade practices, false, deceptive or misleading advertising, or violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, the Federal Trade Commission Act, or any other local, state, federal, or foreign law involving monopoly, price fixing, anti-trust, predatory pricing, price discrimination, unfair competition, false, deceptive or unfair trade practices, false, deceptive or misleading advertising, consumer protection or restraint of trade.

O. Patent

Based upon or arising out of any actual or alleged infringement of patent or patent rights or misuse of patent.

P. Privacy

Based upon or arising out of:

1. telemarketing or the distribution of unsolicited email, direct mail, or facsimiles;
2. the collection of information by means of electronic "spiders", "spy bots", "spyware" or similar means, wire tapping or bugging, video camera, or radio frequency identification tags; or
3. the unlawful collection or acquisition of personally identifiable information, or the failure to comply with a legal requirement to allow a person to opt-in or opt-out of the Covered Party's obtaining, acquisition, compilation or use of their personally identifiable information.

Q. Governmental Action

Except with respect to Insuring Agreement I.C.3, brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity.

R. Software Responsibility

Based upon or arising out of any actual or alleged failure to install available software product updates and releases, or to apply security-related software patches, to computers and other components of a computer system.

S. Act of God

Based upon or arising out of any actual or any way involving any actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

T. Recovery of Profits, Royalties and Fees

Based upon or arising out of:

1. accounting or recovery of profits, royalties, fees or other monies claimed to be due from an Covered Party or any claim brought by any such party against an Covered Party claiming excessive or unwarranted fees, compensation or charges of any kind made by an Covered Party; or
2. licensing fees or royalties ordered, directed or agreed to be paid by an Covered Party pursuant to a judgment, arbitration award, settlement agreement or similar order for the continued use of a person or entity's copyright, title, slogan trademark, trade name, trade dress, service mark, service name or other intellectual property right.

VII. CONDITIONS

A. Reporting of Claims, Potential Claims and Events Giving Rise to Privacy Notification Costs

1. The Covered Party, as a condition precedent to the obligations of FIA under this policy, will give written notice to FIA as soon as reasonably possible during the agreement period of any claim made against the Covered Party.

FIA further agrees that the Covered Party may have up to, but not to exceed, sixty (60) days after the policy expiration to report in writing to FIA a claim made against the Covered Party during the agreement period, if the reporting of such claim is as soon as reasonably possible.

2. The Covered Party, as a condition precedent to the obligations of FIA under this policy, will give written notice to FIA as soon as reasonably possible during the agreement period of any event which might reasonably be expected to give rise to privacy notification costs.
3. If during the agreement period, any Covered Party becomes aware of any act or omission which may reasonably be expected to be the basis of a claim against any Covered Party, including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the Covered Party responsible for any alleged act or omission and gives written notice to FIA with all available particulars, including:
  - a. the specific act or omission;
  - b. the dates and persons involved;
  - c. the identity of anticipated or possible claimants;
  - d. the circumstances by which the Covered Party first became aware of the possible claim; and
  - e. potential damages or injury;

then any claim that is subsequently made against the Covered Party arising out of such act or omission will be deemed to have been made on the date such written notice was received by FIA. Said documents and information should be mailed to FIA at the following address:

Florida Insurance Alliance  
101 Plaza Real South, Suite 216  
Boca Raton, FL 33432

4. If during the agreement period the Covered Party gives written notice to FIA of an event which might reasonably be expected to give rise to privacy notification costs, then any claim that is subsequently made against the Covered Party arising out of such event will be deemed to have been made on the date such written notice was received by FIA.

**B. Assistance and Cooperation**

1. The Covered Party will cooperate with FIA and upon FIA's request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a claim or payment of privacy notification costs.
2. The Covered Party will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any Covered Party in connection with a claim or payment of privacy notification costs.
3. The Covered Party will not, except at the Covered Party's own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of FIA.

**C. Action Against FIA**

1. No action may be brought against FIA unless, as a condition precedent thereto:
  - a. The Covered Party has fully complied with all the terms of this policy; and
  - b. Other than with respect to coverage provided under Insuring Agreements I.C.2 and I.C.3, until the amount of the Insured's obligation to pay has been finally determined either by judgment against the Covered Party after actual trial and appeal or by written agreement of the Covered Party, the claimant and FIA.
2. Nothing contained in this policy will give any person or organization the right to join FIA as a defendant or co-defendant or other party in any action against the Covered Party to determine the Covered Party's liability.

**D. Bankruptcy**

Bankruptcy or insolvency of the Covered Party or of the Covered Party's estate will not relieve FIA of any of its obligations hereunder.

E. Other Insurance

This policy is excess over any other valid and collectible insurance, self-insurance or indemnification agreement available to the Covered Party, whether such other insurance or indemnification agreement is stated to be primary, contributory, excess, contingent, self-insurance or otherwise.

F. Subrogation

In the event of any payment for any damages, claim expenses or privacy notification costs under this policy, FIA will be subrogated in the amount of such payment to all the Covered Party's rights of recovery against any person or organization. The Covered Party will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Covered Party will do nothing to prejudice such rights.

G. Changes

Notice to any agent of FIA or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of this policy, and will not prevent or preclude FIA from asserting or invoking any right or provision of this policy. None of the provisions of this policy will be waived, changed or modified except by a written endorsement issued by FIA to form a part of this policy.

H. Entire Contract

By acceptance of this policy the Covered Party warrants that:

1. All of the information and statements provided to FIA by the Covered Party, including but not limited to the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the Covered Party;
2. This policy is issued in reliance upon the Covered Party's representations;
3. This policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the Covered Party to FIA (all of which are attached hereto and deemed to be incorporated herein) embody all of the agreements existing between the Covered Party and FIA and shall constitute the entire contract between the Covered Party and FIA; and
4. Any material misrepresentation or concealment by the Covered Party or the Covered Party's agent will render the policy null and void and relieve FIA from all liability herein.

I. Notices

Any notices required to be given by the Covered Party will be submitted in writing to FIA or its authorized representative at the address specified in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

J. Assignment

No assignment of interest of the Covered Party under this policy is valid, unless FIA's written consent is endorsed hereon.

K. Innocent Covered Party

Whenever coverage under this policy would be excluded because of dishonest, fraudulent, criminal or malicious acts or omissions, FIA agrees that such insurance as would otherwise be afforded under this policy, will be applicable with respect to those Covered Party who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each Covered Party must promptly comply with all provisions of this policy upon learning of any concealment.

VIII. EXTENDED REPORTING PERIODS (applies in addition to the extended reporting terms from FIA 300)

A. Elimination of Right to Any Extended Reporting Period

There is no right to any Extended Reporting Period if FIA cancels or refuses to renew this policy due to:

1. nonpayment of amounts due under this policy;
2. noncompliance by the Covered Party with any of the terms and conditions of this policy;  
or
3. any material misrepresentation or omission in the application or the supplementary information and statements provided by the Covered Party for this policy.

B. Extended Reporting Period - Not a New Policy

The Extended Reporting Period will not be construed to be a new policy and any claim or event giving rise to privacy notification costs reported during such period will otherwise be governed by this policy.



**PUBLIC ENTITY  
AUTOMOBILE LIABILITY DECLARATIONS**

**ITEM ONE**

COVERED PARTY: Park Creek Community Development District  
AGREEMENT NO: 100116235

**ITEM TWO**

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

This agreement provides only those coverages where a symbol is shown in the covered autos column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Public Entity Automobile Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	DEDUCTIBLE subject to FIA 506
	(Entry of one or more of the symbols from the Covered Auto Section of the Public Entity Automobile Coverage Form shows which autos are covered autos)		
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION (or equivalent no-fault coverage)	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
AUTO PHYSICAL DAMAGE	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003.



**PUBLIC ENTITY  
AUTOMOBILE LIABILITY COVERAGE FORM**

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Parties shown in the Declarations. The words "we," "us" and "our" refer to Florida Insurance Alliance providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

**SECTION I - COVERED AUTOS**

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

**A. Description of Covered Auto Designation Symbols**

SYMBOL	DESCRIPTION
1.	=ANY "AUTO."
2.	=ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3.	= OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4.	= OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5.	= OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6.	= OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own and or lease that because of the law in the state where they are

licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.

7. = SPECIFICALLY DESCRIBED "AUTOS." Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8. = HIRED "AUTOS" ONLY. Only those "autos" you hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9. = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

#### **B. Owned Autos You Acquire After The Coverage Agreement Begins**

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the coverage agreement period. No additional or return premium during remainder of annual coverage term.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
  - c. Additional and return premium will be subject to pro-rata adjustment.

#### **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If this Coverage Form provides Liability Coverage, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.



## **SECTION II- LIABILITY COVERAGE**

### **A. Coverage**

We will pay all sums a "covered party" legally must pay as damages because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto." We will also pay all sums a "covered party" legally must pay as a "covered pollution cost or expense" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this coverage applies that is caused by the same "accident." We have the right and duty to defend any "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend "suits" for "bodily injury" or "property damage" or a "covered pollution cost or expense" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit has been exhausted by payment of judgments or settlements. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" Who Is A Covered Party is changed to include the lessor as a "covered party." The coverages provided under this endorsement apply to any "leased auto" until the expiration date of the Common Declarations page, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

#### **1. Who Is A Covered Party**

The following are "covered parties":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
  - (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."
  - (5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of a "covered party" described above but only to the extent of that liability.

#### **2. Coverage Extensions**

- a. Supplementary Payments. In addition to the Limit of Coverage, we will pay for the "covered party":
  - (1) All expenses we incur.
  - (2) Up to \$1,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Coverage.
  - (4) All reasonable expenses incurred by the "covered party" at our request, including actual loss of earning up to \$250 a day because of time off from work.
  - (5) All costs taxed against the "covered party" in any "suit" we defend.
  - (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Coverage.
- b. Out-of-State Coverage Extensions.
- While a covered "auto" is away from the state where it is licensed we will:
- (1) Increase the Limit of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
  - (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This coverage does not apply to any of the following:

### 1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "covered party."

### 2. **Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "covered party" would have in the absence of the contract or agreement.

### 3. **Workers' Compensation**

Any obligation for which the "covered party" or the "covered party's" coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. **Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An employee of the "covered party" arising out of and in the course of employment by the "covered party"; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the "covered party" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the "covered party" under an "insured contract."

**5. Fellow Employee**

"Bodily injury" to any fellow employee of the "covered party" arising out of and in the course of the fellow employee's employment.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "covered party" or in the "covered party's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "covered party" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "covered parties."

**8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

**9. Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

**10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned. In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations. Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. **Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "covered party"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

- (3) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (4) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. **War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or

condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. **Professional Liability**

"Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.

**C. Limit Of Coverage**

1. Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Coverage for Liability Coverage shown in the Declarations.
2. All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."
3. No one will be entitled to receive duplicative payments for the same elements of "loss" under this Coverage Agreement and any Medical payments, Uninsured Motorist, or Underinsured Motorists within this Coverage Agreement.
4. The most we will pay is further limited by limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

However, subject to the amount in the Limit of Coverage shown in the Declarations – FLORIDA AUTOMOBILE LIABILITY LIMITS we will pay:

- a. The amount indicated when the Florida Legislature enacts an appropriate claim bill in accordance with Section 768.28 (5), Florida Statutes;
  - b. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida; or
  - c. The amount shown in the Limit of Coverage shown in the Declarations when Florida Statutes Section 768.28 (5), is inapplicable.
5. Damages will not include:
- a. taxes, fines, penalties, or sanctions;
  - b. punitive or exemplary damages or the multiple portion of any multiplied damages award;
  - c. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or
  - d. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

**SECTION III - AUTO MEDICAL PAYMENTS COVERAGE**

**A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a

Covered Party who sustains "bodily injury" caused by "accident." We will pay only those expenses incurred, for services rendered within three years from the date of the "accident."

#### **B. Who Is A Covered Party**

1. You while "occupying" or, while a pedestrian, when struck by any "auto."
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

#### **C. Exclusions**

This coverage does not apply to any of the following:

1. "Bodily injury" sustained by a Covered Party while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member."
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to a Covered Party while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by a Covered Party while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any "bodily injury" sustained by a covered party while the "auto" is being prepared for such a contest or activity.

#### **D. Limit of Coverage**

Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for "bodily injury" for each Covered Party injured in any one "accident" is the Limit Of Coverage for Auto Medical Payments Coverage shown in the Declarations.

#### **E. Changes In Conditions**

Section IV - Conditions are changed for Auto Medical Payments Coverage as follows:

1. Section IV.A.5 - The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Coverage in the Business Auto and Garage Coverage Forms and Other Coverage - Primary And Excess Coverage Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### **F. Additional Definitions**

As used in this Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

### **SECTION IV - BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Coverage Agreement Conditions:

#### **A. Loss Conditions**

##### **1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### **2. Duties In The Event Of Accident, Claim, Suit Or Loss**

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "covered party's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "covered party" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "covered party's" own cost.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
  - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit."
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "covered party" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this coverage agreement to bring us into an action to determine the "covered party's" liability.

**4. Loss Payment - Physical Damage Coverages**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property; or
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**6. Support and Cooperation in Opposition to Claim Bill Legislation**

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition:

Such positive support and cooperation shall include, but is not limited to:

- a. Formal proclamations or resolutions by your governing board in opposition to such legislation;



- b. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and
- c. Personal contact by your officials and employees with legislators identified by us.

## **B. General Conditions**

### **1. Bankruptcy**

Bankruptcy or insolvency of the "covered party" or the "covered party's" estate will not relieve us of any obligations under this Coverage Form.

### **2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "covered party," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### **3. Coverage Agreement Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the Coverage Agreement period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico; and
- (4) Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

### **4. No Benefit To Bailee - Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### **5. Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this coverage agreement began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Covered Party will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Covered Party will get a refund.
- b. If this coverage agreement is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the coverage agreement.

**6. Two Or More Coverage Forms Or Agreements Issued By Us**

If this Coverage Form and any other Coverage Form or coverage agreement issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Coverage under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Coverage under any one Coverage Form or coverage agreement. This condition does not apply to any Coverage Form or coverage agreement issued by us or an affiliated company specifically to apply as excess coverage over this Coverage Form.

**SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."
- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand or order; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "covered party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "covered party";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party"

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of "mobile equipment."
- d. Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:
- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - (2) (The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Covered party" means any person or organization qualifying as a covered party in the Who Is A Covered Party provision of the applicable coverage. Except with respect to the Limit of Coverage, the coverage afforded applies separately to each covered party who is seeking coverage or against whom a claim or "suit" is brought.
- F. "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
  6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- G. "Leased Auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.
- H. "Loss" means direct and accidental loss or damage.
- I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  6. Vehicles not described in paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
  7. However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- J. "Pollutants" means any solid, liquid, mold, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- K. "Property damage" means damage to or loss of use of tangible property.
- L. "Suit" means a civil proceeding in which:
- (1) Damages because of "bodily injury" or "property damage"; or
  - (2) A "covered pollution cost or expense"

to which this coverage applies, are alleged.

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" submits with our consent.

M. "Trailer" includes semitrailer.



**PUBLIC ENTITY  
FLORIDA CHANGES (AUTOMOBILE)**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the  
**AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. The following condition is added to the General Conditions:**

**Mediation**

**1. In any claim filed by an "covered party" with us for:**

- a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
- b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto," or
- c. "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

- 2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
- 3. The request must state:
  - a. Why mediation is being requested.
  - b. The issues in dispute, which are to be mediated.
- 4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- 5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- 6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.



**PUBLIC ENTITY  
AUTOMOBILE DEDUCTIBLE LIABILITY COVERAGE**

COVERED PARTY: Park Creek Community Development District  
AGREEMENT NO: 100116235

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY**

This endorsement modifies coverage provided under the  
**AUTOMOBILE COVERAGE FORM, FIA 500:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

LIABILITY COVERAGE is changed as follows:

**A. LIABILITY COVERAGE DEDUCTIBLE**

The damages caused in any one "accident" that would otherwise be payable under LIABILITY COVERAGE will be reduced by the Liability Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

**B. BODILY INJURY LIABILITY COVERAGE DEDUCTIBLES**

**1. Per Person**

The damages that would otherwise be payable under LIABILITY COVERAGE for "bodily injury" sustained by any one person, in any one "accident," will be reduced by the "Bodily Injury" Per Person Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

**2. Per Accident**

The damages that would otherwise be payable under LIABILITY COVERAGE for all "bodily injury" caused in any one "accident" will be reduced by the "Bodily Injury" Per "Accident" Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

**C. PROPERTY DAMAGE LIABILITY COVERAGE DEDUCTIBLE**

The damages that would otherwise be payable under LIABILITY COVERAGE for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Per "Accident" Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

**D. OUR RIGHT TO REIMBURSEMENT**

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.



**PUBLIC ENTITY  
FLORIDA PERSONAL INJURY PROTECTION**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500**:

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We agree with the "Named Covered Party", subject to all the provisions of this endorsement and to all of the provisions of the agreement except as modified herein, as follows that:

**SCHEDULE**

Any Personal Injury Protection deductible shown in the Declarations of \$0 is applicable to the following "Named Covered Party" only:

**Park Creek Community Development District**

<b><u>Benefits</u></b>	<b><u>Limit Per Person</u></b>
Total Aggregate Limit	Up to \$10,000 Limit
Death Benefits	\$5,000 (included in aggregate)
Medical Expenses	80% of medical expenses subject to total aggregate limit
Work Loss	60% of work loss subject to total aggregate limit
Replacement Services	Expense subject to total aggregate limit

**(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)**

**A. Coverage**

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law to or for a "covered party" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle." Subject to the limits shown in the schedule, these Personal Injury



Protection benefits consist of the following:

1. Medical Expense

All reasonable "medically necessary" expenses for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for a "Covered Party" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious beliefs. However, payment of expenses for spiritual healing shall not affect the determination of what other services or procedures are "medically necessary."

2. Replacement Services Expenses

With respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

3. Work Loss

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

4. Death Benefits

**B. Who Is A Covered party**

1. The "Named Covered Party."

2. If the "Named Covered Party" is an individual, any "family member."

3. Any other person while "occupying" a covered "motor vehicle" with the "Named Covered Party's" consent.

4. A "pedestrian" if the "accident" involves the covered "motor vehicle."

**C. Exclusions**

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "Named Covered Party" or any "family member" while "occupying" any "motor vehicle" owned by the "named covered party" that is not a covered "motor vehicle";

2. Sustained by any person while operating the covered "motor vehicle" without the "Named Covered Party's" expressed or implied consent;

3. Sustained by any person:

4. Caused by his or her own intentional act; or

5. While committing a felony.

6. To the "Named Covered Party" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;

7. To any "pedestrian," other than the "Named Covered Party" or any "family member," not a legal resident of the state of Florida;

8. To any person, other than the "Named Covered Party" if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law;

9. To any person, other than the "Named Covered Party," or any "family member," who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this agreement or from the "owner's" insurer; or

10. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

#### **D. Limit Of Coverage**

1. Regardless of the number of persons covered, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this agreement, for all "loss" and expense incurred by or on behalf of any one person who sustains "bodily injury" as the result of any one "accident," shall be \$10,000, provided that payment for death benefits included within the total aggregate, shall be \$5,000.
2. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.
3. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this agreement, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
4. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs A.1, A.2, and A.3 of this endorsement before the application of any percentage limitation for each "Covered Party" to whom the deductible applies. The deductible does not apply to the death benefit.

#### **E. Changes In Conditions**

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss  
In the event of an "accident," the "Named Covered Party" must give us or our authorized representative prompt written notice of the "accident."  
If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.
2. Legal Action Against Us is changed by adding the following:  
No one may bring a legal action against us under this coverage until 30 days after the required notice of "accident" and reasonable proof of claim have been filed with us.
3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:  
Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:
  - a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
  - b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
  - c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying," or while a "pedestrian" through being struck by, such commercial "motor vehicle."

4. The Concealment, Misrepresentation Or Fraud provision is replaced by the following:  
We do not provide coverage under this endorsement for a "Covered Party" if that "Covered Party" has committed, by a material act or omission, any insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "Covered Party" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the "Covered Party" who committed the fraud. Any benefits paid prior to the discovery of that "Covered Party's" fraud shall be recoverable from that "Covered Party."

**F. Additional Conditions**

The following Conditions are added:

**1. Mediation**

- a. In any claim filed by a "Covered Party" with us for:
  - (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto;"
  - (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto," or
  - (3) "Loss" to a covered "auto" or its equipment, in any amount.

either party may make a written demand for mediation of the claim prior to the institution of litigation.

- b. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
- c. The request must state:
  - (1) Why mediation is being requested.
  - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

**2. Modification Of Agreement Coverages**

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the agreement shall be excess over any personal injury protection benefits paid or payable. Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the agreement shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

**3. Proof Of Claim; Medical Reports And Examinations; Payment Of Claim Withheld**

As soon as practicable, the person making claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and

treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, we will not be liable for subsequent personal injury protection benefits. Whenever a person making claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

4. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the coverage afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists coverage shall be deemed provisional and subject to recomputation. If this agreement is a renewal agreement, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "Named Covered Party" pursuant to Sections 627.730 through 627.7415 (1988) of the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous agreement.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "Named Covered Party" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

5. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying" or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement, the personal injury protection afforded under the lessor's policy shall be primary, unless the face of the agreement contains, in at least 10-point type, the following language:

The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by Section 627.736, Florida Statutes.

6. Agreement Period; Territory

The coverage under this Section applies only to "accidents" which occur during the agreement period:

- a. In the state of Florida;
- b. As respects the "Named Covered Party" or any "family member," while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the "Named Covered Party," while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

**G. Additional Definitions**

As used in this endorsement:

1. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;  
However, "motor vehicle" does not include:
  - a. A mobile home;
  - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.
2. "Family member" means a person related to the "named covered party" by blood, marriage or adoption including a ward or foster child who is a resident of the same household as the "named covered party."
3. "Named Covered Party" means the person or organization named in the Declarations of the agreement and, if an individual, shall include the spouse if a resident of the same household.
4. "Occupying" means in or upon or entering into or alighting from.
5. "Owner" means a person or organization who holds the legal title to a "motor vehicle," and also includes:
  - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;
  - b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
  - c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing coverage.
6. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
7. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
  - a. In accordance with generally accepted standards of medical practice;
  - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
  - c. Not primarily for the convenience of the patient, physician, or other health care provider.



**PUBLIC ENTITY  
POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY**

This endorsement modifies coverage provided under the  
**AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Section II - Liability Coverage is changed as follows:

1. Paragraph a. of the Pollution Exclusion (B.11.) applies only to liability assumed under a contract or agreement.
2. Exclusion B.6. Care, Custody Or Control does not apply.

B. Changes In Section V – Definitions

For the purposes of this endorsement, Paragraph D. of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "covered party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto" not designed or used for storing or hauling fuel or oil; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



**PUBLIC ENTITY  
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

**I. The coverage does not apply:**

- A. Under any Liability Coverage, to "bodily injury" or "property damage":
  - 1. With respect to which a "Covered Party" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - 2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "Covered Party" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
  - 1. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, a "Covered Party" or (b) has been discharged or dispersed therefrom;
  - 2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a "Covered Party"; or
  - 3. The "bodily injury" or "property damage" arises out of the furnishing by a "Covered Party" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- D. Under any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

**II. As used in this endorsement:**

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

1. Any "nuclear reactor";
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste";
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "Covered Party" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.





**PUBLIC ENTITY  
AUTOMATIC ADDITIONAL COVERED PARTIES**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

☒ **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

**SECTION I - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written "insured contract" to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the **Covered Party's** operations, "your work" or facilities owned or used by the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

☒ **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written equipment lease or rental agreement to name as an **Additional Covered Party**, but only with respect to liability arising out of the sole negligence of the **Covered Party**, and only while such equipment is in the care, custody or control of the **Covered Party**, or any employee or agent of the **Covered Party**.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
  - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any

purpose exercising physical control.

☒ **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written agreement to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the "premises" leased to the **Covered Party** by such person(s) or organization(s).

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after the **Covered Party** ceases to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the **Covered Party's** or the **Additional Covered Party's** sovereign immunity nor shall any provision of this agreement increase the liability of the **Covered Party** or the **Additional Covered Party**, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.



### **Two or More Coverage Forms**

This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

- FIA 020 (10 16) - Crime Declarations
- X FIA 030 (10 16) - General Liability Declarations
- X FIA 040 (10 16) - Public Officials' Liability and Employment Practices Declarations
- X FIA 050 (10 16) - Automobile Liability Declarations

The following is added to the **Common Policy Conditions**:

#### **Two or More Coverage Forms:**

If more than one Coverage form listed above applies to the same **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit**, the maximum Limit of Insurance under all of the Coverage Forms will not exceed the highest applicable Limit of Insurance under any one Coverage Form.

The **Retained Limit** or deductible applicable to any such **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit** will be the **Retained Limit** or deductible applicable to the Coverage Form which has the highest applicable Limit of Insurance, unless the Coverage Form has been endorsed to provide a separate Limit of Insurance and **Retained Limit** or deductible that apply to that specific risk. If the Limit of Insurance is the same for all Coverage Forms, the lowest applicable **Retained Limit** or deductible will apply.

For the purpose of this endorsement, **Wrongful Act** includes any coverage provided on the basis of a wrongful act, including but not limited to **Employment Practices Wrongful Act, Public Officials Wrongful Act, Employee Benefits Wrongful Act, Educators Legal Wrongful Act** and **Sexual Abuse and/or Molestation Wrongful Act**.



## **CLAIMS NOTICE**

All claims and service of suit:

EGIS RISK ADVISORS, LLC  
101 Plaza Real South, Suite 216  
Boca Raton, FL 33432



**Park Creek Community Development District**

Quote No.: 100116235

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
	Address			Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
1	Entry Monument		2014	10/01/2016	\$72,277		\$72,277	
	10316 Riverdale Rise Dr Riverview FL 33578		Fire resistive	10/01/2017	\$0			
Unit #	Description		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
	Address			Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
2	Pool		2014	10/01/2016	\$140,000		\$140,000	
	10316 Riverdale Rise Dr Riverview FL 33578		Masonry non combustible	10/01/2017	\$0			
Unit #	Description		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
	Address			Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
3	Amenity Center		2014	10/01/2016	\$1,058,754		\$1,108,754	
	10316 Riverdale Rise Dr Riverview FL 33578		Masonry non combustible	10/01/2017	\$50,000			
	Simple hip			Asphalt shingles				
Unit #	Description		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
	Address			Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
4	Pool Pump			10/01/2016	\$75,000		\$75,000	
	10316 Riverdale Rise Dr Riverview FL 33578		Pump / lift station	10/01/2017				
Unit #	Description		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
	Address			Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
5	Playground Equipment			10/01/2016	\$1,000,000		\$1,000,000	
	10316 Riverdale Rise Dr Riverview FL 33578		Non combustible	10/01/2017				
Unit #	Description		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
	Address			Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
6	2 Shade Structures @ Pool			10/01/2016	\$18,000		\$18,000	
	10316 Riverdale Rise Dr Riverview FL 33578		Non combustible	10/01/2017				
Unit #	Description		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
	Address			Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
7	1 Shade Structure at Playground			10/01/2016	\$22,000		\$22,000	
	10316 Riverdale Rise Dr Riverview FL 33578		Non combustible	10/01/2017				
Unit #	Description		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
	Address			Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
8	Bridge			10/01/2016	\$4,000		\$4,000	
	10316 Riverdale Rise Dr Riverview FL 33578		Bridges	10/01/2017				



**Park Creek Community Development District**

Quote No.: 100116235

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering		
9	4 Benches & 1 Picnic Table			10/01/2016	\$2,500	\$2,500
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2017		
Unit #	Description		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering		
10	Fence around playground		Non combustible	10/01/2016	\$22,000	\$22,000
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2017		
Unit #	Description		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering		
11	Vinyl Fence back of pool		Non combustible	10/01/2016	\$6,000	\$6,000
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2017		
Unit #	Description		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering		
12	Small Sign			10/01/2016	\$600	\$600
	Whispering Hammou & Rhodine Riverview FL 33578			10/01/2017		
Unit #	Description		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering		
13	Shower Wall @ Pool			10/01/2016	\$4,500	\$4,500
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2017		
			Total:	Building Value \$2,425,631	Contents Value \$50,000	Insured Value \$2,475,631



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Park Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Quotation being provided for:

**Park Creek Community Development District  
c/o Development Planning & Financing Group  
1060 Maitland Center Commons Blvd., Suite 340  
Maitland, FL 32751**

**Term: October 1, 2017 to October 1, 2018**

**Quote Number: 100117235**

## **PROPERTY COVERAGE**

### **SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$2,725,631
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<b>Valuation</b>	<b>Coinsurance</b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<b>Coverage</b>	<b>Deductibles</b>	<b>Limit</b>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Not Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**\$17,717**



**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docks and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

## CRIME COVERAGE

<b>Description</b>	<b>Limit</b>	<b>Deductible</b>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## AUTOMOBILE COVERAGE

COVERAGES	SYMBOL	LIMIT	DEDUCTIBLE
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
AUTO PHYSICAL DAMAGE	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

**Cyber Liability sublimit included under POL/EPLI**

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat First  
Party Crisis Management First  
Party Business Interruption

Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

**Park Creek Community Development District  
c/o Development Planning & Financing Group  
1060 Maitland Center Commons Blvd., Suite 340  
Maitland, FL 32751**

**Term: October 1, 2017 to October 1, 2018**

**Quote Number: 100117235**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$17,717
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,035
Public Officials and Employment Practices Liability	\$2,410
<b>TOTAL PREMIUM DUE</b>	<b>\$23,162</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)





## PROPERTY VALUATION AUTHORIZATION

**Park Creek Community Development District  
c/o Development Planning & Financing Group  
1060 Maitland Center Commons Blvd., Suite 340  
Maitland, FL 32751**

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### QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- |                                     |   |              |                          |
|-------------------------------------|---|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV                              | \$2,725,631  | As per schedule attached |
| <input type="checkbox"/>            | Inland Marine   | Not Included |                          |
| <input type="checkbox"/>            | Auto Physical Damage                                  | Not Included |                          |
| <input checked="" type="checkbox"/> | I reject TRIA (Terrorism Risk Insurance Act) coverage |              |                          |

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Property Schedule

Schedule Items Effective As of: 10/01/2017

**Park Creek Community Development District**

Quote No.: 100117235

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
1	Entry Monument		2014	10/01/2017	\$72,277		\$72,277	
	10316 Riverdale Rise Dr Riverview FL 33578		Fire resistive	10/01/2018	\$0			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
2	Pool		2014	10/01/2017	\$140,000		\$140,000	
	10316 Riverdale Rise Dr Riverview FL 33578		Masonry non combustible	10/01/2018	\$0			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
3	Amenity Center		2014	10/01/2017	\$1,058,754		\$1,108,754	
	10316 Riverdale Rise Dr Riverview FL 33578		Masonry non combustible	10/01/2018	\$50,000			
	Simple hip			Asphalt shingles				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
4	Pool Pump		Pump / lift station	10/01/2017	\$75,000		\$75,000	
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
5	Playground Equipment		Non combustible	10/01/2017	\$1,000,000		\$1,000,000	
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
6	2 Shade Structures @ Pool		Non combustible	10/01/2017	\$18,000		\$18,000	
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
7	1 Shade Structure at Playground		Non combustible	10/01/2017	\$22,000		\$22,000	
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018				

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



Property Schedule

Schedule Items Effective As of: 10/01/2017

**Park Creek Community Development District**

Quote No.: 100117235

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	
8	Bridge		Bridges	10/01/2017	\$4,000	\$4,000
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	
9	4 Benches & 1 Picnic Table			10/01/2017	\$2,500	\$2,500
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	
10	Fence around playground		Non combustible	10/01/2017	\$22,000	\$22,000
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	
11	Vinyl Fence back of pool		Non combustible	10/01/2017	\$6,000	\$6,000
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	
12	Small Sign			10/01/2017	\$600	\$600
	Whispering Hammou & Rhodine Riverview FL 33578			10/01/2018		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	
13	Shower Wall @ Pool			10/01/2017	\$4,500	\$4,500
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value
	Address			Term Date	Contents Value	
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	
14	Irrigation on Well		2014  Pump / lift station	10/01/2017	\$250,000	\$250,000
	10316 Riverdale Rise Dr Riverview FL 33578			10/01/2018		
			Total:	Building Value \$2,675,631	Contents Value \$50,000	Insured Value \$2,725,631

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 4.**



## Park Creek CDD Waterway Inspection Report

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**Reason for Inspection:** Routine Scheduled - Monthly

**Inspection Date:** 9/13/2017

**Prepared for:**

Mr. Paul Cusmano, District Manager

DPFG

15310 Amberly Drive, Suite #175

Tampa, Florida 33647

**Prepared by:**

Peter Simoes, Account Representative/Biologist

Aquatic Systems, Inc. – Sun City Field Office

Corporate Headquarters

2100 N.W. 33<sup>rd</sup> Street, Pompano Beach, FL 33069

1-800-432-4302

## Site: 1



### Comments: Requires attention

Minor to moderate Bottom to Surface Filamentous Algae and minor shoreline weeds were noted along the perimeter of Pond #1, both of which will be targeted during our upcoming routine visits.

## Site: 2



### Comments: Site looks good

Overall, Pond #2 looked good. The minor Primrose and shoreline weeds will be treated during our routine visits. Note that the water level was slightly above the high water mark during today's inspection.



# Park Creek CDD Waterway Inspection Report | 9/13/2017

## Site: 3



### Comments: Site looks good

Pond #3 was observed to be in good condition. Due to the recent heavy rainfall, the water level was observed to be high.

## Site: 4



### Comments: Normal growth observed

Minor Filamentous Algae, shoreline weeds and submersed Slender Spikerush were noted along the perimeter of Pond #4, all of which will be targeted during our upcoming routine visits.



## Site: 5



### Comments: Normal growth observed

Minor Filamentous Algae and Torpedograss were observed along the edge of Pond #5, both of which will be treated during our routine visits.

## Site: 6



### Comments: Site looks good

Pond #6 was observed to be in great condition! The low water clarity may be a result of large influxes of storm water runoff traveling through construction soils. Water clarity is expected to improve once the loose sediment particles settle within the pond.



## Site: 7



**Comments:** Site looks good  
Despite the clay-like appearance, Pond #7 looked good. The terrestrial grasses observed during last month's inspection have been significantly reduced.

## Site: 8



**Comments:** Site looks good  
Minor terrestrial grasses were present along the west side of Pond #8, which will be treated during our routine visits. Positive results may be anticipated within 14-21 days following treatment.

Site: 9



**Comments:** Requires attention

Minor Alligatorweed and Filamentous Algae were noted within Pond #9, both of which will be targeted during our upcoming routine visits.

Site: 10



**Comments:** Normal growth observed

Minor Bottom to Surface Filamentous Algae was present along the perimeter of Pond #10, which will be targeted during our routine visits.



**Management Summary**

Overall, the ponds within Park Creek CDD looked good during today's visit. Anticipated following large rain events, Ponds #6, #7, #8 and #10 were noted with increased turbidity (low water clarity); this is in part due to the nearby construction, where loose sediment may be carried into ponds via storm water runoff. The loose particles currently dispersed throughout the water column are expected to settle in the coming months, where water clarity is likely to improve. However, the large influxes of storm water runoff include nutrients and pollutants, which are collected from roadways and landscaped areas. The nutrients provide Algae with an opportunity to develop at increased rates, and have a potential to bloom. During today's inspection, Minor Filamentous Algae was noted within Ponds #4, #5, #9 and #10, and moderate growth within Pond #1, all of which will be targeted during our upcoming maintenance visits. Algae is expected to clear within 10-14 days following Algaecide application.

Additionally, the submersed vegetation remains confined within desirable populations, with minimal growth identified throughout the Park Creek CDD ponds. Only minor Slender Spikerush was observed within Pond #4, which was restricted to the immediate perimeter. A submersed weed application will be performed during our routine maintenance visits. Positive results may be anticipated within 14-21 days following treatment. Native submersed vegetation, such as Babytears and Chara, may be promoted within a pond, lake or stream for the many benefits they may offer (including nutrient filtration and habitat for aquatic wildlife). However, submersed species are routinely monitored as overgrowth may result in the obstruction of outflow structures, and if allowed to surface, may provide Algae with an ideal area on which it may develop. All submersed vegetation will continue to be monitored during our routine maintenance visits and treated as necessary.

Furthermore, the shorelines of the Park Creek community continue to look great! Minimal to minor growth of weedy species, such as Torpedograss, Pennywort and Alligatorweed, were observed within Ponds #2, #5, #8 and #9, all of which will be treated during our routine scheduled visits. Positive results may be expected within 14-21 days following application.

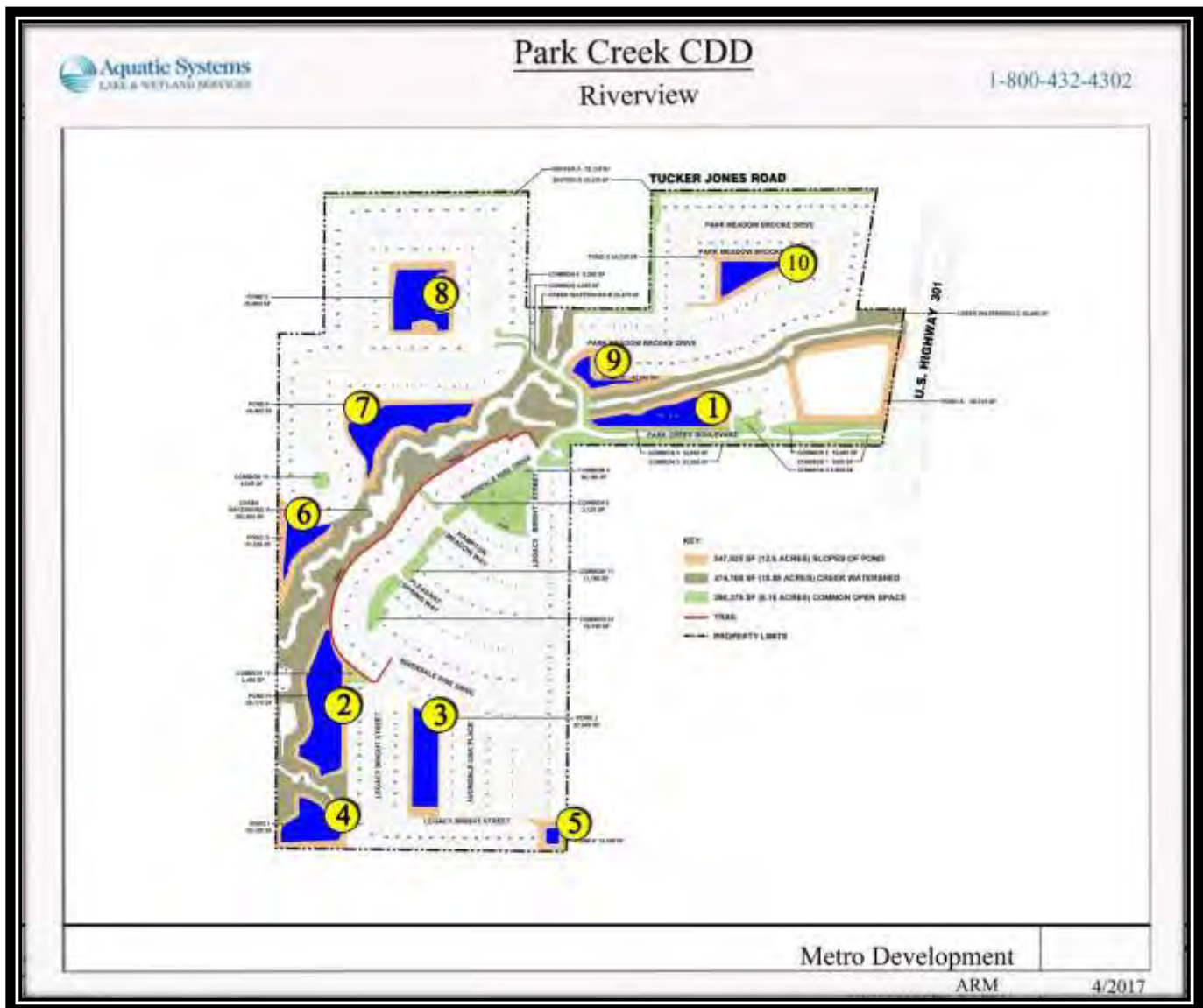
Lastly, native vegetation is highly recommended within ponds experiencing recurring issues, such as blooms of Filamentous Algae, floating weeds, and/or submersed weeds; blooms become less frequent with the introduction of indigenous flora as these provide a form of nutrient uptake, which would otherwise be absorbed by undesirable species. Additionally, plants provide soil stability within the areas they are planted, thus reducing the opportunity for future erosion to develop. Note that planting vegetation will not remediate current erosion issues! Ponds #1, #4 and #9 may benefit from native vegetation to improve nutrient uptake throughout the water column, and lessen the development of the recurring Algae and Slender Spikerush. A planting proposal may be generated upon request.

**Recommendations/Action Items**

- Routine Maintenance.
- Continue to monitor all ponds for Algal growth and target on contact.
- Target the new growth of Filamentous Algae on Ponds #1, #4, #5, #9 and #10.
- Continue to treat all sites for invasive vegetation during our routine visits.
- Treat the minor grasses on Ponds #2, #5, #8 and #9.
- Treat minor submersed Slender Spikerush within Pond #4.
- ASI recommends planting native vegetation within Ponds #1, #4 and #9.

THANK YOU FOR CHOOSING ASI!





**EXHIBIT 5.**

amanda worsley

District Columbia

202-412-8158

[parks@tinkergarten.com](mailto:parks@tinkergarten.com)

Message: Good morning, Resident Sarah Chase is interested in holding Tinkergarten classes on the small nature trail in the community. Tinkergarten classes are designed to be small (12 children max), open to the public, and aimed at children ages 18 months - 5 years. We meet once a week for an hour, and a parent or guardian stays with each child. This way while the children enjoy fun guided activities and develop age-appropriate skills, the caregivers learn about the importance of free play outdoors for growing young minds! We only need a small patch of outdoor space preferably with some plants and animals nearby to observe and play among. We handle all of our class registration online. We support the areas we work with in a wide variety of ways, including by bringing new families to the green space, engaging very young children, and building a family culture of outdoor time and respect for nature. Thank you for your help! Please let us know if any additional steps are needed. We are so excited to bring Tinkergarten to local families! Have a Wonderful Day! Amanda Worsley Assistant Parks Liaison



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