TENANT USER LIABILITY INSURANCE PROGRAM (TULIP) FACILITY UNDERWRITING QUESTIONNAIRE

K&K INSURANCE
Insuring the world's fun!

PROGRAM DESCRIPTION

This insurance program has been designed for persons or organizations renting or leasing this facility/premises to conduct short term special events that meet the following criteria:

- Total event attendance is 3,000 or less
- Maximum number of consecutive event days is 10 (not including set-up or tear down)

Coverage is provided by a carrier rated A (Excellent) by A.M. Best Company.

INELIGIBLE OPERATIONS

Operations ineligible for this program include, but are not limited to, the following:

- Activist rallies/marches/protests/literature distribution
- Air/hot air balloon/aircraft shows, festivals, or events
- Battle reenactments
- Cannabis related events
- Christmas tree sales/lots or pumpkin patches
- Circuses
- Color party, foam party or raves
- Concerts, events, or festivals involving rap, hip-hop, heavy metal/screamo or techno/electronic (unless reported to and approved by us)
- Events/activities involving motorized vehicles except static vehicle shows/auctions or car washes (for charity fundraising only) that have been reported to and approved by us
- Events involving organized athletic events/competitions
- Events held on an airport premises
- Events honoring national and/or local celebrities or professional athletes
- E-gaming
- Food eating contests
- Fraternity or sorority events (except alumni association off-site events that have been reported to and approved by us)
- Geocaching events
- Gun and/or knife shows
- In or on water activities
- Haunted attractions/events, seances or pumpkin chuckin events
- Health fairs/expositions
- Hunting or hiking events, fishing tournaments
- Mazes (corn, hay or fence) or bonfires
- Parades (or any event involving a parade)
- Photo/video shoots
- Political events (except private fundraising auctions, benefits, dances, dinners that are reported to and approved by us)
- Rodeos (incl: bull/bronco riding, steer/team roping, barrel racing or horseback riding)
- Shooting events/activities (skeet/trap/clay/guns)
- Tailgating events (unless reported to and approved by us)
- Tractor pulls
- Union meetings
- Walking/running events

ELIGIBLE OPERATIONS

This following event operations are eligible for this program. If you do not see your event listed, please contact K&K for eligibility.

Class 1 Private Invitation Events	Class 2 Open to the Public Events
• Achievement celebrations • Anniversary parties • Award banquets or presentations • Baby showers • Banquets • Bar mitzvahs or bat mitzvahs • Birthday parties • Business dinners, lectures, seminars, meetings, parties or banquets • Celebrations (holiday) • Charity or fundraising events (auction, benefit, dance or dinner) • Debuts or debutante balls • Dinners, luncheons or showers • Graduation parties • Lectures • Meetings (clubs or business) • Memorial services • Parties (retirement, house, anniversary, engagement or graduation) • Quinceañeras • Recitals (dance or musical) • Reunions (class, family or military) • Seminars • Wedding ceremonies, shower receptions or rehearsal dinners	• Auctions (property or real estate) - no animals • Bingo games (for charity/ fundraising only) • Car/motorcycle/RV/ boat shows (static displays only) • Celebrations (holiday) • Charity events (auction, benefit, dance or dinner) • Concerts-other than rap, hip hop, heavy metal/ screamo or electronic/ techno music – call for approval • Conventions • Festivals - subject to approval • Flea markets or swap meets • Graduation ceremonies • Lectures or workshops • Pageants • Picnics (no in or on water activity) • Reunions (class, family) • Rummage sales • School band or drill team competitions • School carnivals (no inflatables/rides) • Shows (animals-arena setting only, antique, art, baby, business, consumer, craft or fashion) • Speaking engagements • Walking tours (garden, holiday, parade of homes, historical sites)-single location

EXCLUSIONS

The following represent only some of the exclusions contained in this policy and state variations may apply.

- Abuse, molestation, or exploitation
- All operations listed as ineligible
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks-does not apply to structures that are not designed to bounce on, slide on, ride on or tunnel through)
- Animals (injury or death to any animal or injury, death or property damage caused by your animal)
- Communicable disease
- Cyber incident, data compromise, and violation of statutes related to personal data
- Employment-related practices
- Events held at multiple locations
- Fireworks
- Operations of concessionaires, exhibitors and/or vendors at your event
- Petting zoos
- Room and board liability/overnight camping
- Saddle animals
- Unmanned aircraft

PROGRAM GUIDELINES

Commercial General Liability Limits of $1,000,000 to $5,000,000 available.

- The policy will be issued to the Sports, Leisure and Entertainment Risk Purchasing Group dba: Tenant Users, of Facilities or Premises Owners (those facilities or premises owners who we have approved, quoted and to whom coverage was bound for).
- Coverage applies only when the facility is being rented to and being used by tenants/users/lessees for short term special events that are specifically endorsed to the policy. All events are subject to review and approval by the K&K.
- The tenant/user/lessee are the named insured on the policy. Coverage limits apply separately to each tenant/user/lessee added to the policy. The facility owner/operator is named as an additional insured on the policy at no additional charge.
- An initial deposit from the facility owner/operator will be required in order for this program to be initiated. Each event submitted by the facility will then be credited against the deposit. Additional funds will be required periodically from the facility owner to maintain an adequate deposit balance.
- This is a pre-reporting program. Each tenant/user/lessee is required to complete a questionnaire to apply for liability coverage and the form must be received by K&K prior to the inception of the event. K&K will review the event(s) prior to processing to confirm program eligibility. If the event is eligible, the premium due for the event will be charged against the deposit payment and an endorsement will be issued confirming coverage has been bound and submitted to the facility owner for distribution.
- The expected attendance will determine the premium for each event being held at the facility. Premiums/rates are per event/per total attendance. An event is considered 10 consecutive days or less. Nonconsecutive event days are to be considered separate events.
- Events with attendance greater than 3,000 but less than 12,000 can visit our short term special event program at www.eventinsurance-kk.com to obtain a brochure/application or may contact us at 1-800-648-6406.

TO OBTAIN A QUOTE
COMPLETE THE ATTACHED QUESTIONNAIRE AND SEND VIA:

E-MAIL KK_MassMerchandising@kandkinsurance.com

FAX 1-260-459-5940

WEB For more information or applications view us onlne at **www.kandkinsurance.com**

QUESTIONS Call 1-800-648-6406

This brochure is for illustrative purposes only and is not a contract of insurance. You must refer to the actual coverage document for complete information regarding coverage terms, conditions and exclusions as they may change from one coverage term to the next. You may request a copy of the full policy by submitting a written request to us.

Tenant User Liability Insurance Program (TULIP)
Facility Questionnaire

K&K INSURANCE
Insuring the world's fun!

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms, and competitive rates for favorable group loss experience. An RPG administration fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

TO AVOID PROCESSING DELAYS, PLEASE:
1. Complete all sections (print legibly) 2. Sign and date where required

GENERAL INFORMATION

Facility/Premises owner (as it should appear on the policy):_____
(The legal name of the business or organization; typically the name that would appear on any contracts or agreements)

Doing business as (DBA): _____
(additional names under which the named insured operates)

Mailing address: _____

City:_____ State:_____ Zip: _____

Insured contact name: _____ Insured phone: (_____)_____

Insured cell: (_____) _____ Fax: (_____) _____

Insured e-mail:_____

Website:_____

(By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 7 Consent for Electronic Transactions)

BUSINESS INFORMATION

1. Event Information: Estimated number of events to be held annually?_____

2. Indicate the types of events held at facility (check all that apply):

- ❍ Award presentations
- ❍ Auctions - no animals
- ❍ Banquets
- ❍ Bar or bat mitzvahs
- ❍ Bazaars
- ❍ Bingo games (charity fundraising only)
- ❍ Car/motorcycle/RV/boat shows (static display only)
- ❍ Concerts – call for approval (Type: _____)
- ❍ Conventions
- ❍ Debuts or debutante balls
- ❍ Dinners, luncheons or showers
- ❍ Fairs or festivals - call for approval (Type: _____)
- ❍ Flea markets or swap meets
- ❍ Graduation ceremonies
- ❍ Job fairs
- ❍ Lectures
- ❍ Meetings
- ❍ Pageants
- ❍ Parties (private or open to public)
- ❍ Picnics (no in or on water activity)
- ❍ Poetry readings
- ❍ Quinceañeras
- ❍ Recitals (dance or music)
- ❍ Memorial services
- ❍ Reunions
- ❍ Rummage sales
- ❍ School band or drill team competitions
- ❍ School carnivals (no inflatables/rides)
- ❍ Shows (animals-arena setting only, antique, art, business, baby, business, consumer, craft or fashion)
- ❍ Speaking engagements
- ❍ Walking tours
- ❍ Weddings or wedding receptions
- ❍ Other (subject to approval):_____ _____

3. The facility will automatically be named as an additional insured on the policy. Please indicate the exact language needed to name the facility as an additional insured:

_____

_____

4. Indicate the limit of liability to be quoted: ❍ $1,000,000 ❍ $2,000,000 ❍ Other: $_____

5. Provide the following: • Copy of lease/rental agreement, including hold harmless agreement
• A diagram of the facility and surrounding area • Hard copy loss runs for prior 5 years

FACILITY INFORMATION

Facility	Location 1	Location 2	Location 3
Name of facility			
Address			
Type of facility	❍ Amphitheatre ❍ Coliseum ❍ Conv. Center ❍ Stadium ❍ Sports Arena ❍ Theatre ❍ Other: _____	❍ Amphitheatre ❍ Coliseum ❍ Conv. Center ❍ Stadium ❍ Sports Arena ❍ Theatre ❍ Other: _____	❍ Amphitheatre ❍ Coliseum ❍ Conv. Center ❍ Stadium ❍ Sports Arena ❍ Theatre ❍ Other: _____
Year built			
Square footage/capacity			
# of rooms available for rent			
Construction type	❍ Jointed masonry ❍ Frame ❍ Non combustible ❍ Masonry noncombustible ❍ Modified fire resistive ❍ Fire resistive	❍ Jointed masonry ❍ Frame ❍ Non combustible ❍ Masonry noncombustible ❍ Modified fire resistive ❍ Fire resistive	❍ Jointed masonry ❍ Frame ❍ Non combustible ❍ Masonry noncombustible ❍ Modified fire resistive ❍ Fire resistive
Fire protection type			
Permanent/Temporary seating capacity	Permanent: _____ Temporary: _____	Permanent: _____ Temporary: _____	Permanent: _____ Temporary: _____
Indicate who is responsible for:			
Food/Food sales	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant
Alcohol	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant
Décor	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant
Security	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant
Parking	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant
Ticket sales	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant
Maintenance	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant	❍ Facility ❍ Other ❍ Subcontractor ❍ Tenant
Is a certificate of insurance on file from all subcontractors?	❍ Yes ❍ No	❍ Yes ❍ No	❍ Yes ❍ No
Are parking lots well lit?	❍ Yes ❍ No	❍ Yes ❍ No	❍ Yes ❍ No
Response time (ambulance)	_____**minutes**	_____**minutes**	_____**minutes**
Years of experience (current management)			

ATTENTION AGENTS

Agents, you must complete the agent warranty section below. Enrollments cannot be accepted unless this section is completed.

Agency name:_____ Agent/contact name:_____

Agency complete mailing address:_____

Address City State Zip

Agency telephone: (_____) _____ Agency fax: (_____) _____

Agent/contact e-mail address: _____ Tax I.D._____

A 10% commission is available to licensed agents for this program. Please remit net payment of premium. Commissions are not to be calculated on any fees to the total program.

I understand that agents do not have authority to issue binders or a certificate of insurance on behalf of this program.

With the exception of business being placed on a direct bill basis where the producer collects no premium whatsoever, the producer is liable to K&K for any uncollected amount due once business is bound at the request of the producer. Producer agrees that once coverage is bound at the request of the producer, all premiums, fees and taxes are due for the policy term or short rate period or pro rata period, as may be applicable, are due and payable, and such premiums are fully earned by the insurance carrier. Producer agrees to pay all invoices timely as set forth in the invoice instructions when premium is due. With respect to return premiums, producer will return commission at the same rate and on the same basis upon which the business was placed with Affinity and/or its Affiliates, including but not limited to, return premiums on cancellations or reductions ordered and return premiums payable as a result of amended policy terms. All premiums net of commission collected by the producer are premium trust funds and the property of K&K and the applicable insurance carrier and shall be deposited by producer in a separate trust account.

By signing this proposal or application, I represent and warrant I have authority to sign on behalf of the producer and producer represents and warrants it shall not solicit, sell or bind any product of K&K unless it maintains, and will maintain, all individual, corporate or agency licenses or permits required to conduct insurance business in the state coverage is being written and to receive commission. Failure to acquire or maintain required licenses can result in forfeiture of commission. I further represent and warrant that the producer currently maintains, and will maintain, errors and omissions insurance with a minimum limit of $1,000,000. If requested by K&K, evidence of coverage or licensing will be provided to K&K of all the above-mentioned items.

Agent signature: _____ **Date:** _____

FRAUD WARNING

Any person who knowingly and with intent to defraud any Insurance Company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA, and WV) (Insurance benefits may also be denied in LA, ME, TN, and VA.).

Applicable in AL, AR, DC, LA, MD, NM, RI, and WV
Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CA
For your protection, California law requires that you be advised of the following: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in CO
It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK
Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS
Any person who, knowingly and with intent to defraud, presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker, or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA
It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines, and denial of insurance benefits. *Applies in ME Only.

Applicable in MN
A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in NJ
Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR
Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in VT
Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

MARKEL FRAUD APPS (2024/01)

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PLEASE READ AND COMPLETE THE BELOW
if you do not wish to receive documents via email and prefer another method of delivery

Consent for Electronic Transactions

The Electronic Signatures in Global and National Commerce Act provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction.

As part of your participation in this program you will receive all documentation, including but not limited to, the insurance quotes, policies, certificates, endorsements, and invoices (if applicable), by electronic means. If permitted by your state, you may also receive conditional renewal notices, cancellation, or non-renewal notices via electronic delivery.

To obtain, download, and view all policy documentation electronically you must have the following hardware or software in place.

- A personal computer capable of receiving, accessing, and displaying or printing or storing communications and documents received in an electronic form.
- Adobe PDF Reader version
- System requirements: OC: Windows 7 or higher, Internet Explorer v11 or higher, Firefox v45.7 or higher, Chrome v40 or higher; OS: Mac OS x 10.9 or higher, Safari 9.0 or higher, Firefox v45.7 or higher, Chrome v40 or higher.

By agreeing to receive documents electronically, you are affirming that your computer system meets the hardware and software requirements for receiving all related documents. If documents are provided through a website or portal, you should download and store all such documents. For persons who receive electronic documents via email, these documents will be delivered to the email address on file. Upon receipt of your emailed documentation please save a copy on your own device.

You agree to notify us promptly if your mailing address, e-mail address or other delivery information changes by calling 800-637-4757 or mailing us at K&K Insurance, PO Box 2338, Fort Wayne, IN, 46801-2338. We will endeavor to provide a notice to you in the event of any changes regarding hardware or software requirements necessary to receive documents and other related documents electronically. However, it is your duty to notify us if you are unable to access the documentation made electronically available to you.

We may at our sole discretion discontinue availability of electronic delivery at any time, without further notice to you. At any time, you may request a paper copy of your documents in lieu of electronic delivery. You may withdraw your consent to receive electronic documentation by sending a request in writing to us at K&K Insurance, PO Box 2338, Fort Wayne, IN, 46801-2338. Until receipt of such withdrawal, you will continue to receive all documentation electronically.

This consent is voluntary, by accepting, you signify that you consent to these terms of electronic document delivery via email or other electronic media in connection with your insurance documents, whether such delivery is made on its own behalf and/or on behalf of an organization or other third party. You further represent and warrant that if consenting on behalf of an organization or third party, you have the requisite authority to provide such consent, and that you and the organization have the requisite hardware and software to receive and acknowledge receipt of electronically delivered Documents.

After this enrollment form is approved, you will receive a certificate of insurance showing evidence that coverage has been bound. When submitted through an insurance agent or broker, this coverage document will only be delivered to them. Additional certificate requests will be issued to the same person. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

I AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES.

If you DO NOT want to be emailed, please check here and select your preferred method of document delivery. ❍

❍ Fax to: _____ Attn: _____

❍ Mail to: _____ Attn: _____

K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-648-6406 • Fax 1-260-459-5940
Website www.kandkinsurance.com • Email KK_MassMerchandising@kandkinsurance.com
K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819) K&K is acting as a Managing General Agent as that term is defined in section 626.015(14) of the Florida Insurance Code. As an MGA we are acting on behalf of our carrier partner.

DISCLOSURE INFORMATION

Compensation and Other Disclosure Information

K&K Insurance Group Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of any fee charged by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by emailing a written request to warranty@kandkinsurance.com.

Premiums paid by clients to K&K for remittance to insurers and any funds paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. In addition to retail commissions, K&K and its affiliates may receive additional forms of compensation from insurers and third parties including but not limited to: contingencies, overrides, bonus commissions, national additional commissions, wholesale commissions, subscription market brokerage charges, referral fees and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against a fee or any other compensation earned hereunder.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of $2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any Client Group Member asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon plc, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit https://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship for more information.

COVERAGE EXCLUSIONS

The following notable exclusions are contained in the commercial general liability coverage provided by this program (note: state variations may apply). Abuse, molestation, or exploitation; Any adult-themed parties/meetings/events, including but not limited to parties/meetings/events during which demonstration of products and/or services used in the adult entertainment industry takes place; Asbestos; Commercial general liability standard exclusions (CG0001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cyber incident, data compromise, and violation of statutes related to personal data; Employment related practices; Events held outside the U.S. (including US territories); Events held at multiple locations (except for weddings); Events with over 3,000 in attendance; Fireworks; Fungi or bacteria; Lead; Nuclear energy; Operations of concessionaires, exhibitors and/or vendors at your event; Petting zoos; Room and board liability/overnight camping; Sexually transmitted disease; Silica or silica-related dust; Specified recreational vehicles and activities – Aircraft/hot air balloon; Airport; Amusement device: The ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment, including, but not limited to: mechanical or non-mechanical ride, slide, or water slide (including any ski or tow when used in conjunction with a water slide); inflatable recreational device; or vertical device or equipment used for climbing, whether permanently affixed or temporarily erected. This exclusion does not apply to video games or computer games or structures that are not designed to bounce on, slide on, ride on or tunnel through; Animal; Bungee; Dunk tank; Haunted attraction; Parade; Performer; Rodeo (including, but not limited to bull or bronco riding, steer roping, team roping, barrel racing or horseback riding); Saddle animal; Snowmobile; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Unmanned aircraft; Those operations listed as ineligible: Activist rallies/marches/protests/literature distribution; Air/hot air balloon/aircraft shows, festivals or events; Animal obedience training; Events/activities involving motorized vehicles except static vehicle shows/auctions or car washes (for charity fundraising only); Events involving organized athletic events/competitions; Events, festivals and/or concerts – involving rap, hip-hop, heavy metal/screamo or techno/electronic (unless reported to and approved by us); Events held on an airport premises; Events honoring national and/or local celebrities or professional athletes; Events involving in or on water activities; Balloon festivals; Battle reenactments; Body building or physique events; Bonfires; Cannabis related events; Christmas tree sales/lots; Circuses; Color party, foam party or raves; Dance competitions; E-gaming; Fishing tournaments; Food eating contests; Fraternity or sorority events (except alumni association off-site events that have been reported to and approved by us); Geocaching events; Gun and/or knife shows; Haunted attractions/events; Health fairs/expositions; Hunting or hiking events; Mazes (corn, hay or fence); Parades (or any event involving a parade); Photo/video shoots; Political events (except private fundraising auctions, benefits, dances, dinners that have been reported to and approved by us); Pumpkin chuckin events; Pumpkin patches; Seances; Shooting events/activities (skeet/trap/clay/guns); Tailgating events (unless reported to and approved by us); Tractor pulls; Union meetings; Walking/running events

PLEASE READ AND SIGN BELOW

Representation Statement

The undersigned authorized officer of the applicant declares that the statements set forth herein are true to the best of his or her knowledge. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant to the insurer to complete the insurance.

I am aware that accurate reporting is required for premium calculation and that my books and records, as they relate to this coverage, may be examined or audited by the company at any time during the coverage period and up to three years thereafter. I acknowledge that intentional misrepresentation or misreporting may jeopardize coverage and that the company reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided.

Applicant name (from page 3): _____

Applicant or agent signature: _____ **Date:** _____

I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.
By selecting 'Yes' and typing my name above, I am electronically signing the application and agreeing to the terms and conditions stated in the K&K Consent for Electronic Transactions. I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. ❍ Yes ❍ No

Printed name: _____ **Title:** _____

If an agent: Check here to acknowledge you are signing on behalf of the named insured ❍