

**JACK NOVICIO INSURANCE AGENCY INC**

2151 PROFESSIONAL DR STE 102  
 ROSEVILLE CA 95661  
 PHONE: 916 783 0000 FAX: 916 786 4815  
 EMAIL: [gloria@jniinc.biz](mailto:gloria@jniinc.biz)

**Congratulations Please Read!**

To:	Lori	From:	Gloria Evans
Email:	perfecttendercoop@gmail.com	Date:	03/14/2013
Phone:	510-681-4366	Pages:	13
Re:	Perfect Tender Infant Care General Liability	* _____	

**We received a quote for your General Liability.**

**The quote is for \$1,078.80 Annually (based off last years numbers.)**

**I put together a finance quote for your coverage as well.**

**The down payment would be \$494.70 due now with 9 payments of \$70.71 a month.**

**The first Installment would be due 05/07/2013.**

**If you decide to finance the premium, please sign the Finance Applications where I have marked a star\* next to and either fax (916 786 4815) or email them back to me.**

**If you decide to pay in full or if you choose to finance the total amount we have 2 Payment Options:**

<p><b><u>Make your check payable to:</u></b>  <b>JACK NOVICIO INSURANCE AGENCY INC</b>  <b><u>Send your check directly to us:</u></b>  <b>Jack Novicio Insurance Agency INC (Attention: Gloria Evans)</b>  <b>2151 Professional Dr Suite 102, Roseville Ca 95661</b></p>	<p><b><u>To pay by Debit or Credit Card Please fill out Credit Card Authorization Form:</u></b>  <b>We Accept:</b>  <b>Visa, Master Card &amp; Discover</b></p>
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**Please Sign, Complete or Initial all other documents where I have marked a Star\* next to, Including this page and fax or email directly to me to bind coverage.**

**Please send us payment ASAP: Policy can not be bound until deposit is received.**

**Thank you for choosing to work with Jack Novicio Insurance Agency INC. Gloria Evans 916-783-0000 X3005**

*This facsimile may contain CONFIDENTIAL information and is intended only for the use of the Addressee(s) named herein. If you are not an Addressee, or the person responsible for delivering this to an Addressee, you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this fax in error, please advise the sender and permanently destroy the fax message and its contents.*



# Burns & Wilcox

3721 Douglas Blvd., Suite 245, Roseville, CA 95661  
Phone: (916) 865-2977 OR (800) 821-9053 Fax: (916) 638-2359

**TO:** Jack Novicio Insurance Agency  
**RE:** Perfect Tender Infant Care  
**S/L NUMBER:**

**DATE:** 3/13/2013  
Page 1 of 3

## WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

### LOCATION(S) OF RISK:

1. School of Law, UC Davis, Davis, CA 95616

**PROPOSED EFFECTIVE PERIOD:** 04/07/2013 AT 12:01 AM TO 04/07/2014 AT 12:01 AM STD TIME AT RISK LOCATION.

**FORM OF COVERAGE:** COMMERCIAL GENERAL LIABILITY OCCURRENCE  
Day Care Center

**APPLICATION NO:** GL3983960 (Renewal of Policy# GL3983960)

### INSURER(S):

Line Of Business	Supplier(s)	Participation
Commercial General Liability	Colony Insurance Company	100.00 %

### LIMITS / DEDUCTIBLES:

Loc	Sub Coverage	Limit(s)	Deductible(s)	Co Ins
1	General Aggregate	\$1,000,000		
1	Products and Completed Operations	\$1,000,000		
1	Each Occurrence	\$1,000,000	\$250 Per Claim BI/PD	
1	Personal and Advertising Injury	\$1,000,000		
1	Medical Expense / Any One Person	\$5,000		
1	Damage to Premises Rented to You / Each Occurrence	\$100,000		

### TOTAL CHARGES:

Premium:	\$ 750.00	Commercial General Liability
Fee:	\$ 150.00	Brokerage Fee (Fully Earned)
Fee:	\$ 150.00	Inspection Fee (Fully Earned)
Tax:	\$ 1.80	Stamping Tax
Tax:	\$ 27.00	Surplus Lines Tax - GenLiab

**TOTAL:** \$ 1,078.80

### 100% MINIMUM & DEPOSIT

### TERM MINIMUM PREMIUM:

25.00% EARNED

MINIMUM PREMIUM = \$187.50

**COMMISSION:** 15.00 % OF PREMIUM

### EXCLUSIONS:

SEE "ENDORSEMENTS" SECTION BELOW / NEXT PAGE

- CG 2230 - CORPORAL PUNISHMENT EXCLUSION.
- U 008-A - CONTRACTORS COVERAGE LIMITATIONS - INJURY TO EMPLOYEE & AUDIT PROVISIONS.
- U 013 - SEXUAL ABUSE OR MOLESTATION COVERAGE LIMITATION - \$25,000 / \$50,000.
- U 018 - COMMUNICABLE DISEASE EXCLUSION.
- U 032 - DOG BITE EXCLUSION.
- U 036 - DAY CARE SERVICES LIMITATION. - \$1, 000,000 Limit
- U 059 - WATER HAZARD LIMITATION ENDORSEMENT "\$10K occurrence / \$25K Agg".
- U 155 - AIRCRAFT & WATERCRAFT EXCLUSION.

### ENDORSEMENTS:



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**DATE:** 3/13/2013  
Page 2 of 3

**S/L NUMBER:**

**\*\*ENDORSEMENTS & EXCLUSIONS:**

- SICCIC - COMMON POLICY JACKET.
- PRIVNOT - PRIVACY NOTICE.
- DCJ 6550 - COMMON POLICY DECLARATIONS.
- U 001 - SCHEDULE OF FORMS.
- U 002 - MINIMUM POLICY PREMIUM.
- U 094 - SERVICE OF SUIT ENDORSEMENT.
- U 173 - CANCELLATION ENDORSEMENT.
- IL 0017 - COMMON POLICY CONDITIONS.
- IL 0021 - NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT.
- DCJ 6553 - COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARTIONS.
- U 004 - MISCELLANEOUS EXCLUSIONS ENDORSEMENT: INTERCOMPANY SUITS EXCL.; USL&H, JONES ACT & MARITIME EXCL.; PROFESSIONAL SERVICES EXCL.
- U 048 - EMPLOYMENT RELATED PRACTICES EXCLUSION.
- U 070 - DEDUCTIBLE LIABILITY INSURANCE.
- U 159 - LIMIT OF COVERAGE TO BUSINESS DESCRIPTION. (COMPLETE WITH DESCR OF CLASS CODES/BUS. DESCRPTN)
- U466 - LEAD EXCLUSION.
- U 467 - ASBESTOS EXCLUSION.
- 0 730 - BENZENE EXCLUSION.
- CG 0001 - COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CG0001 12-07.
- CG 0068 - RECORDING & DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION.
- CG2149 - TOTAL POLLUTION EXCLUSION.
- CG 2167 - FUNGI OR BACTERIA EXCLUSION.
- CG2196 - SILICA OR SILICA-RELATED DUST EXCLUSION.
- SLB DATA - SURPLUS LINES TAX FILING DATA.
- D-2 - CALIFORNIA SURPLUS LINES NOTICE.
- CAPRNOTICE - CALIFORNIA PREMIUM REFUNDS NOTICE - POLICIES CANCELED BY INSURED MAY INCUR A 10% SHORT RATE PENALTY.
- CG3234 - CALIFORNIA CHANGES.

**CONDITIONS:** PLEASE REVIEW THIS CAREFULLY AS IT MAY DIFFER FROM COVERAGES AND LIMITS REQUESTED.

SUBJECT TO:

- 1) SIGNED APP
- 2) SINGED SUPP
- 3) ATTACHED TERRORISM DISCLOSURE NOTICE SIGNED BY THE INSURED INDICATING THEIR INTENTION TO EITHER ACCEPT OR REJECT COVERAGE. ADDITIONAL PREMIUM FOR THIS COVERAGE IS \$100 PLUS TAX.

COMPLETED SL-2 & D-1 REQUIRED WITHIN FIVE DAYS OF BINDING

SUBJECT TO FAVORABLE INSPECTION AND COMPLIANCE OF ANY RECOMMENDATIONS.

\*\*\*WE CAN OFFER IDENTITY RECOVERY COVERAGE FOR COVERED FEE'S AND EXPENSES: UP TO \$15,000 PER NAMED INSURED - FOR AN ADDITIONAL \$19 + TAX. PLEASE ADVISE US AT BINDING IF YOU WOULD LIKE THIS COVERAGE ADDED.

QUOTE BASED ON 4 CHILDREN  
41715 - Daycare center

THE ABOVE COVERAGES ARE THE ONLY COVERAGES OFFERED. ANY COVERAGE REQUESTED IN THE APPLICATION THAT DIFFERS FROM THE ABOVE IS NOT INCLUDED. THE INSURANCE IS SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS, AND FORMS OF THE POLICY(S) IN CURRENT USE BY THE COMPANY.

**PAYMENT:** \$966.30 DUE IN 30 DAYS FROM EFFECTIVE DATE.

**WE APPRECIATE YOUR BUSINESS. NO BINDING AUTHORITY IS CONVEYED TO ANY AGENT.  
FLAT CANCELLATIONS NOT ALLOWED. QUOTATION IS GOOD FOR 30 DAYS.**

**B&W PRODUCER:** Matthew Hulburt



# Burns & Wilcox

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**TO:** Jack Novicio Insurance Agency

**RE:** Perfect Tender Infant Care

**S/L NUMBER:**

(CA INS LIC # 0828615)

**DATE:** 3/13/2013

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## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that, under the Terrorism Risk Insurance Act, as amended, you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

PLEASE ALSO BE AWARE THAT YOUR POLICY DOES NOT PROVIDE COVERAGE FOR ACTS OF TERRORISM THAT ARE NOT CERTIFIED BY THE SECRETARY OF THE TREASURY.

### Acceptance or Rejection of Terrorism Insurance Coverage

You must accept or reject this insurance for losses arising out of certified acts of terrorism, as defined in Section 102(1) of the Act, before the effective date of this policy. Your coverage cannot be bound unless our representative has received this form signed by you on behalf of all insureds with all premiums due.

**Coverage acceptance:**

I hereby elect to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act for a prospective annual premium of \$ \_\_\_\_\_. I understand that I will not have coverage for losses resulting from any non-certified acts of terrorism.

OR

**Coverage rejection:**

I hereby decline to purchase coverage for certified acts of terrorism, as defined in section 102(1) of the Act. I understand that I will not have coverage for any losses arising from certified or non-certified acts of terrorism.

Choose One

\_\_\_\_\_  
Policyholder/Applicant's Signature-  
Must be person authorized to sign for all Insureds

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Date

\_\_\_\_\_ **Colony Insurance Company** \_\_\_\_\_  
Insurance Company

\_\_\_\_\_ **GL3983960** \_\_\_\_\_  
Policy Number

\_\_\_\_\_ \_\_\_\_\_  
Submission Number

\_\_\_\_\_ \_\_\_\_\_  
Producer Number

\_\_\_\_\_ **BURNS & WILCOX LTD** \_\_\_\_\_  
Producer Name

\_\_\_\_\_ **3721 Douglas Blvd., Suite 245, Roseville, CA 95661** \_\_\_\_\_  
Street Address

\_\_\_\_\_ \_\_\_\_\_  
City, State, Zip

The producer shown above is the wholesale insurance broker your insurance agent used to place your insurance coverage with us. Please discuss this Disclosure with your agent before signing.



## NOTICE:

1. THE INSURANCE POLICY THAT YOU [HAVE PURCHASED] [ARE APPLYING TO PURCHASE] IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT [WWW.NAIC.ORG](http://WWW.NAIC.ORG).
5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED

STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Date:         

Insured:         

D-1 (Effective July 21, 2011)

**GENERAL INFORMATION**

AGENCY CUSTOMER ID: \_\_\_\_\_

CAREPE1

OP ID: GL

EXPLAIN ALL "YES" RESPONSES		Y/N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?		<input type="checkbox"/> N
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		<input type="checkbox"/> N
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?		<input type="checkbox"/> Y
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?		<input type="checkbox"/> N
4. ANY CATASTROPHE EXPOSURE?		<input type="checkbox"/> N
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		<input type="checkbox"/> N
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS? (Not applicable in MO)		<input type="checkbox"/> N
7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?		<input type="checkbox"/> N
8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? <small>(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).</small>		<input type="checkbox"/> N
9. ANY UNCORRECTED FIRE CODE VIOLATIONS?		<input type="checkbox"/> N
10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST FIVE (5) YEARS?		<input type="checkbox"/> N
11. HAS BUSINESS BEEN PLACED IN A TRUST? IF "YES", NAME OF TRUST:		<input type="checkbox"/> N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD/DISTRIBUTED IN FOREIGN COUNTRIES? <small>(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)</small>		<input type="checkbox"/> N

REMARKS/PROCESSING INSTRUCTIONS (Attach additional sheets if more space is required)



COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT. (Not applicable in all states, consult your agent or broker for your state's requirements.)

**NOTICE OF INSURANCE INFORMATION PRACTICES** - PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT POLICY RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR, or VT; in DC, LA, ME, TN, VA and WA, insurance benefits may also be denied)

IN FLORIDA, 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.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) <b>Cecil Jack</b>	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE 	DATE 	NATIONAL PRODUCER NUMBER



Please Complete



COLONY INSURANCE COMPANY  
DAY CARE PDQ  
SUPPLEMENTAL APPLICATION

X

General Agent Name \_\_\_\_\_

Insured Name: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL INFORMATION**

Licensed by: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
License Number: \_\_\_\_\_ Licensed for (# of children): \_\_\_\_\_  
Number of Children: \_\_\_\_\_ Hours open for business: \_\_\_\_\_  
Number of days per week: \_\_\_\_\_ How long in business: \_\_\_\_\_

**PROHIBITED LIST**

- Drop in day care
- Adult day care
- Day care for sick, disabled or handicapped children
- Facilities for mentally impaired
- Swimming pools on premises
- Gymnastic lessons
- Exercise Equipment
- Trampolines
- Nurse or other licensed health practitioner employed
- Animals on premises

**ADDITIONAL INFORMATION**

\_\_\_\_ Are the premises fenced?  
\_\_\_\_ Smoke detectors? Hard Wired ( ) or Battery Operated ( )  
\_\_\_\_ Are Fire extinguishers currently tagged?  
\_\_\_\_ Are exits marked and lighted?  
\_\_\_\_ Do doors have panic hardware installed?  
\_\_\_\_ Night Time or Overnight Stay  
\_\_\_\_ Is medicine/first aid equipment safely stored out of reach of the children?  
\_\_\_\_ Nanny services  
Is this an in-home day care? \_\_\_\_ If so, Is homeowners/renters liability insurance in place? \_\_\_\_

**STAFFING**

<u>Age of Children</u>	<u>Number of Children</u>	<u>Number of Attendants</u>
Birth to 16 months	_____	_____
16 months to 2 years	_____	_____
2 years to 4 years	_____	_____
4 years to school children	_____	_____
School children	_____	_____

Do all attendants undergo criminal background checks? Yes \_\_\_\_\_ No \_\_\_\_\_  
Do all personnel submit to routine drug screening? Yes \_\_\_\_\_ No \_\_\_\_\_  
Are all employees certified in CPR and trained in first aid? Yes \_\_\_\_\_ No \_\_\_\_\_  
Are health records maintained for each child enrolled including information on immunizations and special health and dietary problems? Yes \_\_\_\_\_ No \_\_\_\_\_

**FIELD TRIPS**

- \_\_\_\_\_ Anticipated number of monthly field trips
- \_\_\_\_\_ Are permission slips signed?
- \_\_\_\_\_ Any trips to public beaches, lakes or pools? (submit)
- \_\_\_\_\_ Any trips to zoos or other amusement facilities? (submit)

Describe anticipated field trip destinations:

- 1.
- 2.
- 3.
- 4.
- 5.

Playground equipment? DESCRIBE \_\_\_\_\_

Describe type of surface around playground and equipment: \_\_\_\_\_

**LOSSES:** Describe all losses which have occurred in the last three years. \_\_\_\_\_

**I hereby certify that all information is accurate to the best of my knowledge.**

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Producer: \_\_\_\_\_ Date: \_\_\_\_\_

**CAPITAL PREMIUM FINANCING OF CALIFORNIA**

PO Box 660899  
 Dallas, TX 75266-0899  
 TEL: 800-767-0705 FAX: 855-470-2628

Quote Number: 392289.1

**COMMERCIAL INSURANCE PREMIUM  
 FINANCE AND SECURITY AGREEMENT**

This is an agreement between you and BankDirect Capital Finance, a division of Texas Capital Bank, N.A., dba Capital Premium Financing of California, ("Capital") concerning the financing of the premium(s) for one or more commercial insurance policies. The terms of this agreement are stated below and on page two (2) of this document.

<b>Insured Name and Address or (Exactly as shown on Policy) ("Insured")</b> Lori Perfect Tender Infant Care School of Law UC Davis Davis, CA 95616 Phone: 510-681-4366	<b>Agent Name and Address (of Insured's "Agent")</b> JACK-NOVICIO INSURANCE AGENCY INC 2151 PROFESSIONAL DRIVE STE 105 ROSEVILLE, CA 95661 Telephone Number: 916-783-0000 Agency Code: A12403
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**SCHEDULE OF POLICIES ("Policies")**

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY MMDDYY	NAME & CITY OF INSURANCE COMPANY AND NAME & CITY OF GENERAL AGENT OR COMPANY OFFICE TO WHICH PREMIUM IS PAID	TYPE OF COVERAGE	POLICIES SUBJECT TO AUDIT (✓)	TERM IN MONTHS COVERED	MIN EARNED PREM %	DAYS TO CANCEL	SHORT RATE (✓)	PREMIUM AMOUNTS
	4/7/2013	COLONY INSURANCE BURNS & WILCOX 3721 Douglas Blvd Suite 245 Roseville, CA 95661	GENERAL LIABILITY		12	25%	10		Premium: \$750.00 Policy Fee: \$0.00 Broker Fee: \$150.00 Tax/Stamp: \$28.80 Inspection: \$150.00

**TOTAL PREMIUMS \$1,078.80**

TOTAL PREMIUMS	DOWN PAYMENT	UNPAID BALANCE	DOC. STAMP TAX <small>Applicable in Florida only.</small>	AMOUNT FINANCED <small>Amount of Credit provided to you or on your behalf.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	TOTAL OF PAYMENTS <small>Amount you will have paid after you have made all the scheduled payments.</small>	ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>
\$1,078.80	\$494.70	\$584.10	\$0.00	\$584.10	\$52.29	\$636.39	21%

Payment Schedule: Your payment schedule will be:	<b>Number of Payments</b>	<b>Amount of Payments</b>	<b>When Payments are Due</b>	
			<b>First Due Date</b>	<b>Monthly Due Date*</b>
	9	\$70.71	5/7/2013	7th

\*Subsequent payments are due on the same day of each succeeding month.

**Prepayment:** The insured may prepay in full at anytime subject to the maximum, non-refundable service fee(s) permitted by applicable law. If the insured prepays in full, the insured will receive a refund of the unearned finance charge, calculated according to the Rule of 78's or the actuarial method as provided by applicable law. Minimum refund is \$1.

**Security Interest:** The Insured assigns to CAPITAL as security for payment of this Agreement, all sums payable to the Insured with reference to the Policies listed above including, among other things, any gross return premiums and any payment on account of loss which results in reduction of unearned premium in accordance with the term(s) of said Policies.

**Delinquency Charge:** A delinquency charge will be assessed on any payment not received by CAPITAL within ten (10) days of its due date, unless a longer period is specified under applicable law, in which case the delinquency charge will be imposed on any payment not received by CAPITAL within this longer period. The delinquency charge will be the lesser of: (1) 5% of the overdue amount; or (2) the maximum delinquency charge allowed by applicable law.

**Cancellation Charge:** If a default results in cancellation of a Policy, the Insured agrees to pay a cancellation charge in the maximum amount permitted by applicable law.

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT:** To help the Federal government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or entity that opens an account with the financial institution, including any extension of credit or other financial services product. We will require such information as we deem reasonably necessary to allow us to properly identify you, such as your name, address, FEIN or SSN.

**NOTICE TO INSURED:** 1. DO NOT SIGN THIS AGREEMENT UNTIL YOU READ BOTH PAGES OF THE AGREEMENT AND FILL IN ANY BLANKS. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT. 3. YOU UNDERSTAND AND HAVE RECEIVED A COPY OF THIS AGREEMENT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 4. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 5. SEE PAGE TWO FOR IMPORTANT INFORMATION.


**REPRESENTATIONS AND WARRANTIES:**  
 The undersigned Agent and Insured have read the Representations and Warranties on page two and make all such representations and warranties recited therein and agree to be bound by the terms of this Agreement. The Insured further acknowledges that upon satisfactory completion of the Agreement, the undersigned Agent may receive a fee from CAPITAL for the administration of this Agreement as allowed by applicable law.


All Insureds must sign as named in policies. If corporation, authorized officers must sign; if partnership, partner should sign as such; signatory acting in representative capacity represents that all Insureds have authorized this transaction and have authorized signatory to receive all notices hereunder. By signing below each Insured jointly and severally agrees to make all payments required by this Agreement and to be bound by all provisions of this Agreement, including those on page two. You are not required to enter into an insurance premium financing arrangement as a condition to the purchase of any insurance policy.

\_\_\_\_\_  
 (Signature of Agent)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

  
 (Signature of Insured) (TAX ID/FEIN \*Required by law)

  
 (Printed Name & Title)

\_\_\_\_\_  
 (Date)

Name of Insured: Lori

Total Premiums: \$1,078.80

The Insured (jointly and severally if more than one) agrees as follows:

- 1. Promise to Pay.** In consideration of the payment by CAPITAL of the Amount Financed, the Insured agrees to pay the Down Payment to the insurance company(ies) listed in the Schedule of Policies, and to pay CAPITAL the Total of Payments in accordance with the terms of this Agreement.
- 2. Security Interest.** Insured assigns to CAPITAL as security for the total amount payable hereunder all sums payable to the Insured under the Policies, including, among other things, any gross unearned premiums, dividend payments, and any payment on account of loss which results in a reduction of unearned premium in accordance with the terms of said policies.
- 3. Warranties.** Insured represents and warrants that: (a) the Policies are in full force and effect (b) the proceeds of this loan are to be used to purchase insurance for other than personal, family or household purposes; (c) all information provided herein or in connection with this Agreement is true, correct, complete and not misleading; (d) the Insured has no indebtedness to the insurers issuing the Policies; and (e) the Insured is not insolvent nor presently the subject of any insolvency proceeding.
- 4. Power of Attorney.** Insured hereby irrevocably appoints CAPITAL as its Attorney-in-Fact upon the occurrence of an Event of Default (defined below) and, after proper notice has been mailed as required by law, grants to CAPITAL authority to effect cancellation of the Policies, and to receive any unearned premium or other amounts with respect to the Policies assigned as security herein; and to sign any check or draft issued therefore in Insured's name and to direct the insurance companies to make said check or draft payable to CAPITAL. Insured agrees that this authority to effect cancellation of the Policies cannot be revoked and will terminate only after Insured's obligations under this Agreement are paid in full. Insured agrees that proof of mailing any notice hereunder constitutes proof of receipt of such notice.
- 5. Payments Received after Notice of Cancellation.** Insured agrees that any payments made and accepted after a Notice of Cancellation has been sent to any insurance company do not constitute reinstatement or obligate CAPITAL to request reinstatement of such insurance Policy(ies), and Insured acknowledges that CAPITAL has no authority or duty to reinstate coverage, and that such payments may be applied to Insured's indebtedness hereunder or under any other Agreement, and any such payments will not affect CAPITAL's rights under this Agreement.
- 6. Assignments.** Insured agrees not to assign the Policies except for the interest of mortgagees or loss payees, without the written consent of CAPITAL. CAPITAL may assign its rights under this Agreement without Insured's consent, and all rights conferred upon CAPITAL shall inure to CAPITAL's successors and assigns.
- 7. Dishonored Check Fee.** If an Insured's check is dishonored for any reason and applicable law permits, Insured agrees to pay CAPITAL a dishonored check fee equal to the maximum rate permitted by law.
- 8. Default.** An Event of Default occurs when the Insured: (a) does not pay any installment according to the terms of this Agreement or any other agreement; (b) fails to comply with any of the terms of the Agreement; (c) any of the Policies are cancelled for any reason; (d) Insured or its insurance companies are insolvent or involved in a bankruptcy or similar proceeding as a debtor; (e) premiums increase under any of the Policies and Insured fails to pay such increased premium within thirty (30) days of the notification; or (f) Insured is in default under any other agreement with CAPITAL. If an Event of Default occurs and after giving notice as required by law, all amounts due under this Agreement become immediately due and payable and the Insured is liable for all amounts described herein.
- 9. Rights Upon Default.** If an Event of Default occurs, CAPITAL may at its option pursue any and all remedies available, including but not limited to, the following: Demand and receive immediate payment of the total unpaid amount due under this Agreement regardless of whether CAPITAL has received any refund of unearned premium. CAPITAL may take all necessary actions to enforce payment of this debt. To the extent not prohibited or limited by applicable law, CAPITAL is entitled to collection costs and expenses incurred while enforcing its rights under this Agreement and

**In connection with the Policies scheduled on page one, the Agent represents and warrants to CAPITAL, its successors and assigns that:**

- 1. PAYMENT.** The Agent agrees to remit all funds received from CAPITAL and the Insured promptly to the insurance company(ies) issuing the financed policy(ies).
- 2. SIGNATURES GENUINE.** The Insured's signature on both pages of this Agreement is genuine.
- 3. AUTHORIZATION BY INSURED.** If this Agreement has been signed by the Agent on behalf of the Insured, the Agent has the authority to act in this capacity and the Insured has authorized this transaction. The Agent has given the Insured a complete copy of this Agreement.
- 4. AUTHORITY OF AGENT.** For the policies listed on the Schedule of Policies, the Agent signing this Agreement is either the authorized policy-issuing agent of the issuing insurance company(ies) or the broker placing the coverage directly with the issuing insurance company(ies), except as indicated on the Schedule of Policies.
- 5. NOT AGENT OF CAPITAL.** Agent is not an agent of CAPITAL and is not authorized to bind CAPITAL and has not made any representation to the contrary.
- 6. RECOGNITION OF ASSIGNMENT.** The Agent recognizes the security interest granted in this Agreement, whereby the Insured assigns to CAPITAL all unearned premiums, dividends and certain loss payments. Upon cancellation of any of the Policies, the Agent agrees to pay CAPITAL all unearned commissions and unearned premiums upon receipt. If such funds are not remitted to CAPITAL within ten (10) days of receipt by the Agent, the Agent agrees to pay CAPITAL interest on such funds at the maximum rate permitted under applicable law. Agent shall not deduct any amounts which Insured owes to Agent from any amounts owing to CAPITAL hereunder.
- 7. THE DOWN PAYMENT.** The down payment and any other installments due from the Insured which Agent has agreed to collect, has been collected from the Insured.
- 8. THE POLICIES:** (a) are all cancelable by standard short-rate or pro-rata tables; (b) are not audit or reporting form policies or policies subject to retrospective rating, unless so

to reasonable attorneys' fees if this Agreement is referred to an attorney who is not a salaried employee of CAPITAL for collection or enforcement. After proper notice has been given as required by law, CAPITAL may immediately cancel the Policies and collect any unearned premiums or other amounts payable under said Policies. Unearned premiums shall be payable to CAPITAL only.

**10. Right of Offset.** CAPITAL may offset and deduct from any amounts CAPITAL owes to Insured with respect to any Policies financed hereunder, any amounts which Insured owes to CAPITAL under this or any other agreement to the extent permitted by applicable law.

**11. Finance Charge.** The Finance Charge includes interest and may include a nonrefundable service fee in the maximum amount permitted by applicable law. The Finance Charge is computed using a 365-day year.

**12. Additional Premiums.** Insured agrees to promptly pay to the insurer any additional premiums due on the Policies.

**13. Agent or Broker.** The Agent is not the agent of CAPITAL and the Agent cannot bind CAPITAL in any way. CAPITAL is not the Agent of any insurer and is not liable for any acts or omissions of any insurer. Insured acknowledges that it has chosen to do business with the Agent and the insurance companies issuing the Policies, and that the insolvency, fraud, defalcation or other action or failure to act by any of them shall not relieve or diminish Insured's obligations to CAPITAL hereunder.

**14. Corrections.** Except if prohibited by applicable law, CAPITAL may insert the name of the insurer, policy numbers and first installment due date if omitted and if not known at the time of signature by or for Insured.

**15. Effective Date.** This Agreement shall have no force or effect until accepted in writing by CAPITAL.

**16. Liability.** Neither CAPITAL nor its assignee shall be liable for any loss or damage to the Insured by reason of failure of any insurance company to issue or maintain in force any of the Policies or by reason of the exercise by CAPITAL or its assignee of the rights conferred herein, including but not limited to CAPITAL's exercise of the right of cancellation, except in the event of willful or intentional misconduct by CAPITAL.

**17. Governing Law.** This Agreement is governed by and interpreted under the laws of the state where CAPITAL accepts this agreement. If any court finds any part of this agreement to be invalid, such finding shall not affect the remainder of the agreement.

**18. Miscellaneous.** All rights and remedies in this Agreement are cumulative and not exclusive. If any part of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be in full force and effect. This Agreement constitutes the entire Agreement between CAPITAL and Insured and may not be modified except as agreed upon in writing. CAPITAL's acceptance of late or partial payments shall not be deemed a waiver by CAPITAL of any provisions of this Agreement, and CAPITAL is entitled to require Insured to strictly comply with the terms hereof.

### **19. CALIFORNIA RESIDENTS: FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.**

Insured agrees that, in accordance with Section 18608 of the California Financial Code, CAPITAL's liability to Insured upon the exercise of CAPITAL's authority to cancel the Policies shall be limited to the amount of the principal balance of this loan, except in the event of CAPITAL's willful failure to mail the notice of cancellation required under California law.

**20. New York Residents:** No charges imposed for obtaining and servicing the financed policies, pursuant to Section 2119 (formerly 129) of the New York Insurance Laws, are financed hereunder unless specified in the Schedule of Policies.

- indicated on the Schedule of Policies in this Agreement, and if so indicated, the deposit premiums are not less than the anticipated premiums to be earned for the full term of the Policies; (c) upon cancellation by the Insured or CAPITAL, do not require advance notice of cancellation to any party, other than any notice required to be given by CAPITAL; (d) the Policies are in full force and effect and the premiums indicated are correct for the term of the Policies; (e) have not been financed on an installment payment plan provided by the insurance company(ies); (f) are all cancelable policies; (g) are written for a term of at least one year; (h) are not for personal, family or household purposes; (i) have no exceptions other than those indicated and comply with CAPITAL's eligibility requirements; and (j) all information in this Agreement pertaining to the Policies is complete and correct.
- 9. THE INSURED:** (a) has not paid for the Policies other than as described in this Agreement; (b) has received a copy of this Agreement; (c) a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the Insured, or if the Insured is the subject of such a proceeding, it is noted on the Agreement in the space in which the Insured's name and address is placed; and (d) all information in this Agreement pertaining to the Insured is complete and correct.
- 10. Agent shall be liable to CAPITAL for any losses, costs, damages or other expenses (including reasonable attorneys' fees, court costs and collection costs) incurred by CAPITAL or its assignee as a result of or in connection with any untrue or misleading representation or warranty made by Agent hereunder, or otherwise arising out of the breach by Agent of this Agreement. Additionally, Agent agrees to indemnify CAPITAL for any and all losses CAPITAL incurs as a result of any error committed by the Agent in completing or failing to complete any portion of this Agreement. Agent shall promptly notify CAPITAL of any unpaid increased premiums for the Policies. This Agreement is valid and enforceable and there are no defenses to it.**

**Credit or Debit Card Fee Amounts**

<b>Standard Credit Card</b>	<b>Fee</b>
\$0.00 - \$10,000.00	2.29%
<b>Business Credit Card</b>	<b>Fee</b>
\$0.00 - \$10,000.00	3.94%

We Accept Visa, Master Card & Discover



**Rev 10/10**

**Jack Novicio Insurance Agency, Inc.**  
**2151 Professional Drive Ste. 105**  
**Roseville, CA 95661**  
**PH: (916) 783-0000 Fax: (916) 786-4815**  
**License # 0G32201**

**ONE-TIME USE CREDIT CARD AUTHORIZATION FORM**  
**(This form to be completed in its entirety & signed by card holder)**

Date: \_\_\_\_\_

Insured Name: \_\_\_\_\_

DBA/Company Name: \_\_\_\_\_

**Card Holder Information:**

Date of Birth: \_\_\_\_\_ Social Security \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone Number \_\_\_\_\_

I, \_\_\_\_\_, authorize Jack Novicio Insurance Agency, Inc., to  
 (CARDHOLDER FULL NAME)

Charge on my credit card the following:

Card Holder Please Choose One

<b>*This Area is to be filled in by JNI Representative****:</b>					
Premium Amount if paid in full:	\$1,078.80	Scc Fee:	2.29%	\$24.70	Total: \$1,103.50
		Bcc Fee:	3.94%	\$43	Total: \$1,121.30
<b>Or Installment Plan</b>					
Down payment Amount	\$494.70	Scc Fee:	2.29%	\$11.33	Total: \$506.03
		Bcc Fee:	3.94%	\$19	Total: \$514.19

**Credit Card Information:**

Credit Card: M/C or VISA or DISCOVER (please circle one, Amex not accepted at this time)

Cardholders Name: \_\_\_\_\_  
 (exactly as it appears on the card)

Credit Card Number: \_\_\_\_\_ CVC (Security Code): \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (month) (day) (year)

Credit Card Billing Address, (must be where CC statement is mailed):

City State: \_\_\_\_\_ Bill To Zip Code: \_\_\_\_\_

X \_\_\_\_\_  
 (Signature of cardholder)

<b>For office use only:</b>	
Customer #:	_____
Approval Code:	_____
Applied Client:	_____
Order #:	_____
Batch #:	_____
Policy #:	_____

**\*Please Note: Coverage cannot be bound, amended, cancelled, etc., through our agency via this transaction. Coverage cannot be assumed to be bound without confirmation from an authorized representative of the Insurance Company. Sales are final & all charges are non refundable\***