



Fax: (631) 269-9656 121 Pulaski Road, Kings Park, NY 11754

Email: paddlesports@jacka-liquori.com

Name of organization:

DIRECTORS' AND OFFICERS' including Employment Practices Liability Insurance Application For Not-For-Profit Entities Enrollment Form

Date of incorporation: _____

Rates effective 3/1/21

Notice: The policy for which this enrollment form is made applies, subject to its terms, only to any "Claim" first made against the "Insureds" during the certificate coverage period.

This form must be completed and returned with your payment. The submission of this enrollment form does not guarantee coverage. Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG administration fee may be charged. The expiration date is one full year from the effective date. Read the entire brochure and enrollment form carefully before signing. **This is a claims-made coverage.**

Mailing address:			
City:		State:	Zip:
E-mail:	Web site:	Fax no: ()
Please provide a complete des	scription of your operations and eve	ents	
Number of full time compensat	ed employees (over 30 hours a we	eek for 12 months):	
Number of part time compensa	ated employees (under 30 hours a	week or less than 12 months):	
Number of volunteers:			
Is the organization a not-for-pro	ofit entity? 🖵 Yes 🔲 No 💎 Tax	: ID No	
Financial Information			
Total organization's ann	ual gross revenue	\$	
	s all receipts from fees, sponsorshi	ps,	
fundraisers, membershi			
•	ets on the financial statement		
<u> </u>	ilities on the financial statement	\$	mant
	n for any one category, please su y have D&O coverage in force?		
	Limit:Premit		
	one.		·
☐ Start my coverage on this da		i the date my emoninent form a	and payment are received.
_	ate/ nade effective prior to the date th	ast the enrollment form and	nayment are received and
approved by K&K.	ade ellective prior to the date ti	iat the emoliment form and	payment are received and
Past Activities			
	the scope of the proposed insurance	e has been made against anv pe	erson or entity proposed for this
insurance (including without lin	nitation any claim against such perso	on or entity for any employment	practice, as described in the
	mplaint against any such person or		nent Opportunity Commission or
	rity), except as follows (include loss		
If none, check here 🖵			
],, .,, .,			
	or this insurance is cognizant of any laim against any such person or ent		
	r threatened complaint against any s		
Commission or any similar stat	te or local authority) which might affo	ord grounds for any claim that we	ould fall within the scope of the
proposed insurance, except as	follows:		
If none, check here			
ii none, check here			

Premium Calculation

If your organization meets the underwriting criteria for the program, limits of liability will be available for the following premium which is based upon your organization's annual gross revenue.

Select coverage Option A or B and check the appropriate box.

Option A-Directors and Officers coverage includes a \$1,000,000 limit with a \$1,000 retention per claim and \$10,000 medical payments per person for directors and officers of the named insured and includes separate limits for Employment Practices Liability coverage.

<u>Organiz</u>	<u>ation's Annual</u>	Gros:	s Re	<u>evenue</u>	<u> 1 Year (</u>	Cover	<u>rage Premium</u>
\$	0	-	\$	1,000,000		\$	761
\$	1,000,001	-	\$	2,000,000		\$	1,313
\$	2,000,001	-	\$	3,000,000		\$	1,864
\$	3,000,001	-	\$	4,000,000		\$	2,520
\$	4,000,001	-	\$	5,000,000		\$	2,940
\$	5,000,001 or	highe	er		Refe	r to c	ompany

Option B-Directors and Officers coverage includes a \$2,000,000 limit with a \$1,000 retention per claim and \$10,000 medical payments per person for directors and officers of the named insured and includes separate limits for Employment Practices Liability coverage.

Organization's Annual Gross Revenue			Revenue	<u> 1 Year C</u>	Coverage Premiur	<u>n</u>
\$	0	- \$	1,000,000		\$ 1,155	
\$	1,000,001	- \$	2,000,000		\$ 1,864	
\$	2,000,001	- \$	3,000,000		\$ 2,756	
\$	3,000,001	- \$	4,000,000		\$ 3,518	
\$	4,000,001	- \$	5,000,000		\$ 4,095	
\$	5,000,001 o	r higher		Refe	r to company	
				Option A <u>o</u>	B Premium: \$	
			Optional Cov	erages		
Outside Directorship	Liability (supp	olemental	nust be completed belo	ow)		
·			·	•	\$	
		Risk Pu	ırchasing Group admin	istration fee (required))\$_	20.00
				Total due	\$_	
OUTSIDE S	ERVICE/DIRE	CTORSH	IP COVERAGE SUPPI	_EMENTAL (NOT-FO	R-PROFIT ENTIT	TES ONLY)
Name of individual(s)) including title	e(s) or pos	ition(s):			
	_		and position(s):			
	•					ПМо
Has the individual been requested by the organization to serve on this outside board:						
Has the outside entit	y incurred any	/ claims in	the past 5 years or is it	currently under any le	egal proceeding c	or investigations?

Reminder:

- Premiums are 100% fully earned at inception and nonrefundable.
- · Coverage can only be obtained by remitting a signed and completed enrollment form along with payment in full.
- Incomplete enrollment forms will be declined and returned.

☐ No ☐ Yes If yes, please attach details.

- All enrollment forms must be signed by the president, executive director or treasurer of your organization.
- Coverage will not be made effective prior to the date that the completed enrollment form and payment are received in our office.

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Explanations

Notice: Following are several items related to claims made policies that should be considered.

Prior Acts

If a claims made policy contains a retroactive date, that policy provides no coverage for claims arising out of incidents, occurrences, or alleged wrongful acts which took place prior to that retroactive date.

Claims Made During Policy Period

This policy covers only claims actually made or incidents reported against the insured while policy remains in effect, or any applicable extended reporting period. All coverage under the policy ceases upon the termination date, except for the automatic extended reporting period coverage, unless the insured purchases additional extended reporting period coverage.

Extended Reporting Period

The automatic extended reporting period is sixty (60) days from the termination or expiration date of the policy. The additional extended reporting period, if purchased, may be up to three (3) years for non-profit policies. If this extended reporting period is not purchased and the subsequent policy does not provide full prior acts coverage or is an occurrence policy, there may be gaps in coverage.

Claims-made Policy Maturity

When the retroactive date on a claims made policy is concurrent with the effective date of the policy or less than five years prior to the effective date, there is considered to be a reduced level of exposure in relation to an occurrence policy. For this reason, claims made rates are comparatively lower than occurrence rates. As the claims made relationship matures, the insured can expect substantial annual premium increases independent of overall rate level increases. If, however, the retroactive date on a claims made policy is more than five years prior to the effective date of the policy, that claims made relationship is considered mature and rate levels will not increase for this reason.

INSURANCE AGENT INFORMATION				
Agency name: PADDLESPORT RISK MANAGEMENT, LLC				
Agency mailing address: 121 PULASKI ROAD				
City: KINGS PARK State: NY Zip: 11754				
Agent/contact name: MARIA LIQUORI				
Agency telephone: (_631) _269-9696				
Agent/contact e-mail address: Paddlesports@jacka-liquori.com				
Do you have existing business with K&K Insurance? ☑ Yes ☐ No				
For additional information regarding other programs, log onto our web site at www.kandkinsurance.com.				
(For K&K use only) Agency ID# I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits required in order to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain, and will maintain, errors and omissions insurance for myself, my officers and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items. Signature: Date: Note: A 10% commission is available to licensed agents for this program or a fee maybe be separately charged, subject to state insurance regulations. Agents do not have authority to issue binders or certificates of insurance on behalf of this program.				
☐ Online: www.paddlesportriskmanagement.com ref: Your Business Name ☐ Check: Please make check payable to: Paddlesport Risk Management, LLC (PRM) Payment must be submitted with application				
☐ Credit Card: For your security, we cannot accept DEBIT card payments via e-mail. Please fax or mail only.				
I authorize K&K Insurance to charge □ VISA □ MASTERCARD □ DISCOVER □ AMERICAN EXPRESS \$				
Card number:				
Reference number (last 3 digits on back of card):Expiration date:				
Print name (as on card): Zip Code of billing address				
Cardholder signature:				

Mailing Instructions

Mail enrollment form along with check or credit card information to: Paddlesport Risk Management, LLC

121 Pulaski Road, Kings Park, NY 11754.

Warranty, Compensation & Electronic Disclosure and Consent PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 7

Electronic Signature Disclosure and Consent

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) 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.

K&K Insurance Group (K&K), whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this transaction, you acknowledge and consent to the following:

- 1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
- 2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
- 3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
- 4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction and/or my on-line registration process shall be requested by me by logging onto this website, or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
- 5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage by mailing a written request to the address provided in paragraph 4.
- 6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
- 7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time, by mailing a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
- 8. Information relating to this transaction is subject to the terms of our privacy statement, a copy of which is provided at www.kandkinsurance.com.

9. DOCUMENT DELIVERY. 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 persormal this application will be deemed consent to us to deli	•	
O E-mail to:	·	,
O Fax to:	attn:	· · · · · · · · · · · · · · · · · · ·
O Mail to:	attn:	

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

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. K&K 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. The information I provided on this enrollment form becomes a part of the insurance contract.

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 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, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received 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 of any alternative quotes presented to the purchaser by the producer, by emailing a written request to warranty@kandkinsurance.com.

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments 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. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

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 of your Group Members 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 Corporation, 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 the Aon website at http://www.aon.com/market_relationships for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

Applicant signature:	Date:
(Must be signed by president, executive director, or treasure	er acting as an authorized agent of the organization)
Printed name:	Title: