

Nevada Aviation Association March 27, 2023 4:00 pm

- 1. Call to Order and Determination of Quorum
- 2. President's Report
- 3. Treasurer's Report
- 4. Secretary's Membership Report
- 5. Approval of Minutes of the February 21, 2023
- 6. Review and Possible Approval of General Liability Insurance Provided Through USI Insurance Services
- 7. Review and Possible Approval of Wild Apricot Tier Increase
- 8. Review and Possible Approval of KCA Contract Extension
- 9. Proposed Bylaw Changes for General Meeting March 28th at 11:30 a.m. at Eldorado Hotel
- 10. Next Executive Board Meeting Thursday, April 20, 2023, at 1:00pm

Adjourn



Minutes of February 21, 2023, Executive Board Meeting

Item 1: Meeting called to order at 1:00pm. It was determined that a quorum was determined.

Present: Ken Moen, Marisa Adou, Shawn Burt, Betty Marquez, Larry Rackley, and David Dietz and Phil Derner.

Absent: Peggy Quigg, Alex Kovacs, and Robert Switzer.

Item 2: Presidents Report: Presented by Ken Moen.

Item 3: Treasurers Report: Presented by Ken Moen.

Item 4: Membership Report: NvAA membership stand at 72, we will continue to look for ways to increase membership.

Item 5: Approval of Minutes of January 19, 2023. Motion by David Dietz. Seconded by Marissa Adou.

Item 6: Discussed D & O Insurance General Liability Insurance.

Item 7: Discussed Proposed Bylaw changes to be presented during Spring Conference on March 28th at 11:30 am.

Item 8: Reviewed and discussed details for Spring Conference. Conference will take place from March $27^{th} - 28^{th}$. Discussed Conference Agenda.

Item 9: Next Executive Board Meeting scheduled for March 27, at 4:00pm at El Dorado Hotel.

Meeting adjourned.

Nevada Airports Association Balance Sheet

As of December 31, 2022

Cash Basis

	Dec 31, 22	Dec 31, 21	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Heritage Bank 6504	49,091.32	38,583.26	10,508.06	27.24%
Paypal	50.00	0.00	50.00	100.0%
Total Checking/Savings	49,141.32	38,583.26	10,558.06	27.36%
Other Current Assets				
Prepaid Conference Expenses	-50.00	0.00	-50.00	-100.0%
Total Other Current Assets	-50.00	0.00	-50.00	-100.0%
Total Current Assets	49,091.32	38,583.26	10,508.06	27.24%
TOTAL ASSETS	49,091.32	38,583.26	10,508.06	27.24%
LIABILITIES & EQUITY				
Equity				
Opening Bal Equity	16,695.39	16,695.39	0.00	0.0%
Retained Earnings	21,887.87	22,325.76	-437.89	-1.96%
Net Income	10,508.06	-437.89	10,945.95	2,499.7%
Total Equity	49,091.32	38,583.26	10,508.06	27.24%
TOTAL LIABILITIES & EQUITY	49,091.32	38,583.26	10,508.06	27.24%
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Nevada Airports Association Profit & Loss Prev Year Comparison

January through December

Cash Basis

	2022	2021	\$ Change	% Change
Ordinary Income/Expense				- J
Income				
Misc. Income	250.00	0.00	250.00	100.0%
Membership				
Associate	1,600.00	1,800.00	-200.00	-11.11%
Corporate 1	5,000.00	1,600.00	3,400.00	212.5%
Corporate 2	275.00	275.00	0.00	0.0%
Regular	1,650.00	0.00	1,650.00	100.0%
Total Membership	8,525.00	3,675.00	4,850.00	131.97%
NVAA Conference				
Registration				
Early Bird	6,250.00	1,430.00	4,820.00	337.06%
Non-Early Bird	1,450.00	2,650.00	-1,200.00	-45.28%
Total Registration	7,700.00	4,080.00	3,620.00	88.73%
Sponsorship	22,150.00	6,500.00	15,650.00	240.77%
Total NVAA Conference	29,850.00	10,580.00	19,270.00	182.14%
Total Income	38,625.00	14,255.00	24,370.00	170.96%
Expense				
Conference Expenses				
Conference Services	16,567.28	7,538.54	9,028.74	119.77%
Total Conference Expenses	16,567.28	7,538.54	9,028.74	119.77%
Contributions	0.00	475.00	-475.00	-100.0%
General & Administrative				
Dues & Subscriptions	50.00	0.00	50.00	100.0%
Merchant Service Fees	1,070.94	301.33	769.61	255.4%
Office Supplies	77.75	0.00	77.75	100.0%
Postage & Delivery	17.80	22.65	-4.85	-21.41%
Printing & Reproduction	3.39	0.00	3.39	100.0%
Software	220.00	50.00	170.00	340.0%
Total General & Administrative	1,439.88	373.98	1,065.90	285.02%
Misc. Expenses	100.00	39.60	60.40	152.53%
Meeting Expenses				
Board Meetings	0.00	126.00	-126.00	-100.0%
Total Meeting Expenses	0.00	126.00	-126.00	-100.0%
Professional Fees				
Accounting/Contract Labor	600.00	4,037.25	-3,437.25	-85.14%
Consulting	3,000.00	0.00	3,000.00	100.0%
KCA Management Fees	4,343.00	462.25	3,880.75	839.54%
Taxes/Tax Filings	300.00	100.00	200.00	200.0%
Total Professional Fees	8,243.00	4,599.50	3,643.50	79.22%
Website	1,776.60	1,546.18	230.42	14.9%

Total Expense	28,126.76	14,698.80	13,427.96	91.35%
Net Ordinary Income	10,498.24	-443.80	10,942.04	2,465.53%
Other Income/Expense				
Other Income				
Interest Income	9.82	5.91	3.91	66.16%
Total Other Income	9.82	5.91	3.91	66.16%
Net Other Income	9.82	5.91	3.91	66.16%
Net Income	10,508.06	-437.89	10,945.95	2,499.7%



Choose the best pricing plan for you

Click the tabs below to see the pricing table for each plan.

Monthly Billing		Pre-pay 1 year (Save 10%)	Pre-pay 2 years (Save 15%)
Plan	Price	Contacts	
Personal	\$48/mo	100	Start Free Trial
Group	\$60/mo	250	Start Free Trial
Community	\$110/mo	500	Start Free Trial
Professional	\$190/mo	2,000	Start Free Trial
Network	\$350/mo	5,000	Start Free Trial
Enterprise	\$420/mo	15,000	Start Free Trial
	More than 15,0	000 Contacts?	Contact Us
Note: All prices in USD *Some exlusions apply. Learn m	ore here.	North America Other payment systems	s are available for a fee

Features



Member Management

- · Cloud-based members and contacts
- · Import your database
- Member-only pages
- · Automated renewals and reminders



Event Management

- · Quick RSVP or advanced events
- · Sell tickets online
- · Automated reminders
- · Add extra charges and apply
- · Waitlist and guest registrations



Email Management

- · Professional email templates
- · Mobile-responsive email design
- · Email open and click tracking
- · Create email lists from advanced searches



Website Builder

- Free website hosting on AWS
- Customize mobile-friendly themes
- · Drag-and-drop website builder
- Add widgets to other websites
- WordPress integration



Finances

- Generate financial reports
- Automatically generate and track invoices
- Apply sales taxes and VAT
- Export data in Quickbooks or .CSV format



Donations

- · Accept donations from your website
- Share progress towards your donation goals
- · Search donations by date or by
- · Export your donations records to a spreadsheet



Online Payments

· Choose from popular payment





Finances

- · Sell products and services from your website
- · Offer member-only pricing



Apps

- · Admin app:
- · Check in event attendees
- Update contact records



Addendum to Existing Agreement

Management Services for Nevada Aviation Association (NVAA)

May 1, 2023 – April 30, 2024

An agreement was made by and between KCA, Inc. and NVAA on the day, April 26, 2022 (hereinafter referred to as "AGREEMENT").

WHEREAS, the parties wish to modify the terms of the original stated AGREEMENT as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated AGREEMENT.

- All terms and conditions of the original AGREEMENT dated April 26, 2022 will remain unchanged with the exception of the following:
 - KCA Compensation and Term: Total professional service fee is billed at \$46 per hour; financial management is billed separately at \$50 per month (flat fee) and includes two hours of financial management support per month (additional hours billed at \$46 per hour). The monthly professional service fee to be paid by NVAA to KCA shall be paid upon presentation of a month end invoice. Invoice is submitted to President and Treasurer for approval and payment.
 - DURATION OF AGREEMENT: contract extension through April 30, 2024. These extended terms will expire April 30, 2024 after which an updated agreement will be negotiated.

NVAA	KCA, Inc.
Name:	Name:
Date:	Date:

Accepted By:



107 S. Southgate Dr. Chandler, AZ 85226-3222 USA

(480) 893-6110 © (480) 893-7775 \(\begin{array}{c}\end{array}\) www.kc-a.com

CONTRACT FOR May 1, 2022 - April 30, 2023

Contract of Services between:
Nevada Aviation Association (NVAA) and KCA, Inc.

INTRODUCTION

The purpose of this CONTRACT is to provide the Nevada Aviation Association (NVAA) with association management services. Throughout this CONTRACT, the term NVAA refers to the Nevada Aviation Association, and the term "Management Company" refers to KCA, Inc. The scope of service and specific activities to be performed by the MANAGEMENT COMPANY for and on behalf of NVAA will be as directed by the NvAA President or designated officer and may include those outlined herein.

ADMINISTRATIVE MANAGEMENT

- Provide necessary equipment for MANAGEMENT COMPANY staff including fax machine, computers, software, telephone system, copier and printers to perform required duties, within reason, at the MANAGEMENT COMPANY business office.
- 2. Handle correspondence, inquiries, etc., with an attempted response time within forty-eight business hours.
- 3. Serve as a liaison to the general public and NVAA membership.
- 4. Complete and submit any necessary filings with local, state, and federal agencies.
- 5. Supply guidance, recommendations and support for Committee Chairs and volunteers who implement conferences, scholarships, awards, membership and other functions as requested. Guidance, recommendations and support is defined as providing direction to Committee Chairs on annual tasks and following up to ensure outstanding committee action items are being completed throughout the year. Virtual attendance by MANAGEMENT COMPANY administrator at committee meetings/teleconferences as requested.
- 6. Other duties as requested by President of the Chapter, other Board members, and/or Committee Chairs.
- 7. Maintain electronic storage of all Chapter documents and records.
- 8. Distribute hard copies of any documents to Secretary, Treasurer as needed/requested.

COMMUNICATIONS/WEBSITE

- 1. Administer email accounts for the current Board of Directors (add new Board members, delete old accounts, etc.) as requested.
- 2. Route incoming email, voicemail, facsimile and postal mail as appropriate.
- 3. Send out Chapter correspondence by email, voicemail and facsimile.
- 4. Create and distribute email to NVAA's electronic mailing regarding routine communications/chapter programs and other activities. If HTML communications need to be created, there could be additional fees.
- 5. Manage upcoming event calendar on website and update per the association's activity tracker.
- 6. Communications to members, Board and committee as needed via Outlook or the existing Wild Apricot account. Respond to member questions/forward to appropriate chapter leader(s) as required.
- 7. Manage the existing NVAA website on Wild Apricot and update as necessary/requested.

BOARD MEETING/OFFICER SUPPORT

- 1. Assist with Zoom logistics for Board meetings as requested.
- 2. Act as Parliamentarian as requested.
- 3. Maintain records, Board directory, checklists and other resource information to provide for effective functioning of the Board.
- 4. Provide information as requested by officers.
- 5. Maintain communication with officers on information/questions from members, committees' and other associations.

MEMBERSHIP AND DATABASE MANAGEMENT

- 1. Process and support of all membership types on an annual basis (January December).
- 2. Membership processing tasks include membership type verification, processing appropriate payment and sending confirmation/receipt of payment for new and existing/renewing members.
- 3. Maintain an accurate database of NVAA members, prospects and past members.
- 4. Maintain Chapter e-mail database including assistants and an alternate email/phone contact.

FINANCIAL MANAGEMENT SUPPORT (ACCOUNTING & BANKING) - \$50 per month to include up to two hours of service

- 1. Maintain a QuickBooks accounting system for NVAA expenses and income. QuickBooks Software Fee: \$10 per month.
- Record association income to include: membership dues, conference registration fees, sponsor fees, conference sponsor and exhibitor fees, item sales fees and other miscellaneous revenue in a timely manner. NVAA treasurer to send information for checks received.
- 3. Maintain the existing checking account and reconcile monthly bank statements provided by NVAA (or via a KCA login).
- 4. Issue payments for services rendered and/or products purchased on behalf of, and as approved by, NVAA.
- 5. Provide quarterly financial reports to the Board, including Profit and Loss and Balance Sheet.
- 6. Assist with monitoring cost containment and fiscal responsibility for the association.
- 7. Maintain charge card capabilities for members/conference attendees via existing NVAA Merchant Account. Reconcile charges monthly. Merchant processing fees may apply.
- 8. Fee for annual filing of taxes by CPA will be an additional expense billed at the prevailing 990/990T rate.
- 9. NVAA Corporate Commission Filing by request (filing fees apply).

EVENT MANAGEMENT

- 1. Build registration form(s) on NVAA's existing Wild Apricot website.
- 2. Review and manage registrations to ensure individuals are registered for the correct category (Member, Early Bird Rate, etc.) and follow up if incorrect.
- 3. Provide registration reports upon request.
- 4. Send event registration lists to event sponsors per prospectus. Manage sponsor deliverables.
- 5. Reconcile registration data and income at conclusion of each event.
- 6. Speaker management, to include agreement letter and management of deliverables based on agreement and request payments as necessary.
- 7. Respond in a timely manner to inquiries and manage any deliverables from potential and registered attendees, guests, exhibitors, sponsors and event venue.
- 8. Manage electronic payment portals.

- 9. Create and distribute email blasts via Wild Apricot to promote events; content to be supplied by client.
- 10. Day of assistance virtually only per request. If in person support is requested by MANAGEMENT COMPANY, an out of scope will be presented for NVAA's consideration.

MANAGEMENT COMPANY COMPENSATION AND TERM: Total professional service fee will be billed at \$44 per hour; financial management is billed separately at \$50 per month (flat fee) and includes two hours of financial management support per month (additional hours billed at \$44 per hour). The monthly professional services fee to be paid by NVAA to MANAGEMENT COMPANY shall be paid upon presentation of a month end invoice. This is submitted to President for approval and Treasurer for payment post approval.

This service fee includes staffing and planning to successfully complete contracted tasks, even in the event NVAA chooses to cancel an activity or task.

SUMMARY OF PROFESSIONAL SERVICES INCLUDED IN MANAGEMENT COMPANY FEE:

- KCA is a registered Women Owned Business through WBENC; we maintain general liability insurance of \$2M with a \$3M umbrella; our staff is covered under Arizona Workman's Compensation. In addition, we also carry a "crime shield policy" covering loss of any monies by our employees or through their negligence this is our version of "bonded".
- 2. Executive oversight by one (1) KCA Executive staff member to ensure financial and quality control, effective account management and Board interface as needed. Assignment of one (1) Administrator Coordinator to act as your dedicated association team and as a specific point of contact to organize and manage the day-to-day requirements.

EXCLUSIONS/REIMBURSABLES:

NVAA will reimburse the MANAGEMENT COMPANY expenses incurred in providing the services outlined herein upon submission of an invoice by the MANAGEMENT COMPANY. These expenses are in addition to the hourly professional service and will be billed as incidentals in the month of occurrence with a 15% management fee to cover processing, accounting, reconciliation, and stocking/restocking.

- MANAGEMENT COMPANY'S monthly out-of-pocket expenses and association incidentals, such as but not limited
 to, mileage, travel (if requested), copies, printing, mailing envelopes, postage, express shipments, couriers, and
 any contracted or purchased vendor services and equipment in support of the mission/activities of NVAA.
- 2. Fee(s) for conference supplies such as, but not limited to, name badge paper and plastic holders, ribbons, tent cards, place cards, flip charts, directional arrows, gift procurement and wrapping, etc.
- 3. Basic technology package to include use and routine maintenance/service of MANAGEMENT COMPANY's current software, computer equipment, telephone system/equipment, office equipment, fax machines, server, backup systems and T-1/DSL, copy machine (lease and service) in the MANAGEMENT COMPANY's office. You don't have to own or service or update any equipment this is done for you at a flat fee of \$25 per month (not subject to 15% management fee).
- 4. Renting of MANAGEMENT COMPANY's equipment such as laptops and projectors is available for an additional, discounted fee.
- 5. Use of MANAGEMENT COMPANY's QuickBooks account: \$10 flat fee per month (not subject to 15% management fee).
- 6. **OPTIONAL:** Telephone and answering service should NVAA approve the service: \$50 per month (not subject to 15% management fee).

WORK OUT OF SCOPE: Should work be requested of the MANAGEMENT COMPANY that is not included within this contract, MANAGEMENT COMPANY will provide NVAA with a "Scope of Service Authorization form" in advance and receive approval before initiating work. The Out of Scope Agreement will outline work scope and estimate of costs (hourly or flat fee) based on the work required.

CONFIDENTIALITY: The MANAGEMENT COMPANY agrees that it will reveal to no person, agency, company or other entity any information relating to NVAA members, clients, methods of operation or other pertinent data of which the MANAGEMENT COMPANY may gain knowledge of at any time during or after the termination of the working relationship detailed herein between NVAA and the MANAGEMENT COMPANY. An exception to this provision can only be made upon the prior written specific consent of NVAA by its authorized representative or as compelled by court order.

DURATION OF AGREEMENT: NVAA has contracted with the MANAGEMENT COMPANY for professional services for a 12-month period to begin May 1, 2022. The duration, services and compensation provided for in the AGREEMENT may be modified, but only with the prior written consent of both parties (electronic is acceptable). This contract can be extended for up to two (2), one-year terms with an additional COLA of \$2 per hour added per year with a signed addendum. If NVAA does not wish to renew the AGREEMENT, a 90-day written notice is required.

TERMINATION OF AGREEMENT: The services to be provided by the MANAGEMENT COMPANY and the professional fee payments provided for herein, are the respective obligations of the MANAGEMENT COMPANY and NVAA for the duration of the AGREEMENT stipulated. Either party has the right and the ability to terminate the MANAGEMENT COMPANY services and the professional fees paid for such services with ninety (90) days written notice. In the event of a termination initiated by either party, even after contract expiration, the MANAGEMENT Company's services and professional fees paid by NVAA for said services will continue for the ninety (90) days thereafter to facilitate a transition unless there is a written agreement by the parties to the contrary. The rate will be based on the average monthly hours accumulated at the time of notification. This aides both parties with a seamless transition.

TRANSFERABILITY: Either party may transfer its rights and duties as outlined under this Agreement to another organization without prior approval from the other party. If rights and duties are transferred, all parties will work collaboratively towards a smooth transition.

INDEMNIFICATIONS: NVAA and MANAGEMENT COMPANY mutually agrees to indemnify, defend and hold harmless each other, and their respective officers, directors, shareholders, employees and subcontractors, material — men and agents, from all costs, claims, damages and liabilities (including reasonable attorney's fees) for the personal injury or death of any person or persons, or damage to property or any other person or entity related to either party, caused by the negligence, intentional act, errors or omissions of their respective designated agents or employees arising out of or related to the Services.

DISPUTE RESOLUTION: In the event of any legal actions (including arbitrations) between the Parties regarding the subject matter of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and other expenses incurred by said Party in connection therewith, regardless of whether such legal action is prosecuted to judgment. Any and all controversies, questions, or disputes arising under or in connection with this Agreement or the performance thereof shall upon the written request of any Party be resolved by mediation first, followed by arbitration if necessary. Such mediation/arbitration shall be held in Phoenix, Arizona and conducted by the American Arbitration Association, through its Phoenix Tribunal, in accordance with Arizona Code of Civil Procedure, and its rules and practices then prevailing. Should mediation and arbitration fail each Party hereby consents to the jurisdiction of, and any action

concerning the Agreement shall be brought and tried in, the Maricopa County, Arizona federal and state courts.

LICENSE: NVAA hereby grants MANAGEMENT COMPANY the non-exclusive royalty free right and license to use NVAA's name and logo(s) and other copyrighted materials and other intellectual property (collectively, NVAA Materials") in connection with providing services for NVAA. NVAA represents and warrants that any and all logos, slogans, ideas, songs, pictures, graphs, audio recordings, videos, materials or other intellectual property of similar nature which NVAA, or a party requested by NVAA, provides MANAGEMENT COMPANY under this Agreement are owned by NVAA, or that NVAA has the right to use, and to grant MANAGEMENT COMPANY the rights to use such materials. All costs associated with obtaining the rights to use such materials are borne by the NVAA unless specified in writing mutually by both parties. Except for materials independently created or invented by any entertainers (i.e. speakers, comedians, singers, etc.), MANAGEMENT COMPANY represents and warrants that any and all slogans, ideas, songs, pictures, graphs, audio recordings, videos, materials or other intellectual property of similar nature that MANAGEMENT COMPANY utilized to provide the services are licensed for use by MANAGEMENT COMPANY, and grants to NVAA the nonexclusive right to use such materials solely for the purpose of the services. NVAA and MANAGEMENT COMPANY agree to allow the use of their logo and name to be utilized on respective websites and/or in marketing materials.

FORCE MAJEURE: KCA is not liable for failure to perform the obligations of this AGREEMENT if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, travel restrictions, lockout or interruption or failure of electricity, telephone or Internet service, or if the health and/or safety of the NVAA, attendees and/or KCA, Inc. staff is at risk as determined by the World Health Organization and/or the Centers for Disease Control and Prevention.

CANCELLATION OF ACTIVITY OR TASK: The monthly professional service rate covers the services detailed in this AGREEMENT and includes dedicated staff hours. The fee includes staffing and planning time to successfully complete contracted tasks, even in the event NVAA chooses to cancel an activity or task.

COMPLETE UNDERSTANDING: All preliminary understanding and negotiations, both written and oral, have been merged in this Agreement, which is the entire agreement between the parties, no representation, inducement or promise has been made by either party, or is relied on by the other, unless set out herein or in a future subsequent scope of work documents. This agreement may be altered or changed only in writing by both parties.

IMPLEMENTATION: NVAA represents and warrants that the person signing this agreement on behalf of the NVAA has been authorized to do so by NVAA. If the foregoing is in accordance with your understanding, please indicate approval and acceptance of these terms in the space provided for your signature and return the document to MANAGEMENT COMPANY. MANAGEMENT COMPANY will provide an authorized signature and return the fully executed agreement for your records. NVAA indicates its acceptance of the agreement by signature of the authorized NVAA official. Forwarding of one copy of the executed AGREEMENT to each party binds the parties.

AGREEMENT ACCEPTANCE (pages 1-5)

BY:	Kenneth G Noen N	DATE:
	NVAA Authorized Executive	
BY: _	Cathy Herring, President KCA, Inc.	DATE: 4/26/22



Nevada Aviation Association

Proposal of Insurance

Line(s) of Coverage: Package (General Liability & Property)

Policy Term: TBD (Annual Term)

Presented by:

Brandon Lewis, CPCU, ARM-P | Vice President | NV Lic #188024 | CA Lic #0F20957

Tracey Espinosa, CISR, CIC | Account Manager | NV Lic # 55089

USI Insurance Services LLC 5355 Kietzke Lane, Suite 101 Reno, NV 89511

Direct: (775) 335-2120 Fax: (610) 537-2335

www.usi.com

March 14, 2023

Service Team

Sales Executive

Manages your overall account and brings all of our resources together for your benefit.

Account Manager

Primary contact for services. Responsible for completing all technical transactions. Handles questions you may have, monitors your account, processes endorsement requests and invoices.

Certificates of insurance

Office Telephone Numbers

Office hours (unless noted above)

Brandon Lewis, CPCU, ARM-P, AIC

Direct: (775) 335-2113 Mobile: (775) 453-4297 brandon.lewis@usi.com

Tracey Espinosa, CIC, CISR

Direct: (775) 335-2106 tracey.espinosa@usi.com

Office hours: Monday-Friday

8 a.m. to 2:30 p.m

Please contact your account team for

any certificate needs.

Main office: (775) 335-2120

Fax: (610) 537-2335

8 a.m. to 5 p.m. Pacific Time Zone M-F

Marketing Summary

Insurer	Coverage/Limits	Notes
Philadelphia	-	Not a market
Hartford		Not a market
Great American		Minimum Premium \$1,000
CNA		Declined
ACE Property & Casualty Insurance Co c/o AmWins	GL: \$1,000,000	Annual Premium: \$2,500 TRIA Premium: \$250 WAR Premium: \$250 reducing to \$63 if TRIA coverage is also purchased
USLI c/o AmWins	GL: \$1,000,000 BPP: \$5,000 (\$1,000 ded) BI/EE: \$8,500	Annual Premium: \$614 Broker Fee: \$50

Premium Summary

	Annual Premium(s)
USLI Package Premium	\$614
BrokerFee	\$50
TRIA Premium (optional)	\$100
T otal Premium with TRIA	\$764
Total Premium without TRIA	\$664

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us knows o proper coverage(s) can be discussed.

 $Higher\ limits\ may\ be\ available.\ Please\ contact\ us\ if\ y\ ou\ would\ like\ a\ quote\ for\ higher\ limits.$

Please see proposal and attached quotes for important additional information.

Premium Overview - Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation asyour insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the provided envelope. Otherwise, all payments will be applied to your oldest balance or left as unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

Direct Bill and Premium Finance Notification

If coverage is issued on a direct bill basis, i.e. billed to you directly by your insurance company, or if you select to have your premium financed through a premium finance company, please note the following information.

If your premium payment does not reach the carrier by the due date, they may send out a notice of late payment, or intent to cancel. Copies of these notices may not be received by USI Insurance until after the policy has been cancelled. In the event that you receive such a notice, please contact our office immediately.

Payment Information

Payment address: USI Insurance Services, LLC

P.O. Box 66119

Virginia Beach, VA 23466

Mailing and parcel delivery: USI Insurance Services, LLC

5355 Kietzke Lane, Suite 101

Reno, NV 89511

Wiring Instructions: If you wish to wire your payment, please contact your service team

member for wiring instructions.

Premium due: Policy Effective Date or Invoicing Date – whichever is later. Prompt

payment is required. If you would like more information on payment

options, please contact your sales executive.

Subjectivities

USLI

This account is subject to the following - Sections A, B and C:

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Underwriter receipt, review and acceptance of the fully completed application. We may modify the terms and/or premiums quoted or rescind this quote if the information provided in the completed application is different from the original submission or there is a significant change in the risk from the date it was quoted.

A. Prior To Bind Requirements:

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

No Prior to Bind Requirements

B. Items Required Within 21 days of the inception of coverage:

- Our completed & signed application as long as all underwriting information needed has been provided to us; or
- A completed & signed ACORD application as long as all underwriting information needed has been provided to us; or
- A completed & signed application from another company as long as all underwriting information needed has been provided to us

C. Underwriting Notes:

- This quote is subject to there being no active wildfires within 25 miles / 50 kilometers of the risk at the time of binding.
- Additional credit may be available if the building is less than 16 years old or has a pitched roof that is 5 years old or less. Please
 provide the year the building was built and the roof age and construction type (flat, shingle, wood shake, metal, tile, slate, other).
- Blanket event coverage Is included. Please review endorsement BP-165 for event limitations.

Named Insureds

Note: Any entity not named as an insured may not be covered under this policy. This includes partnerships, joint ventures and newly formed entities of any type.

• Nevada Aviation Association

Only the Named Insureds shown above are included in this proposal. If any Named Insureds are not shown above and should be included for coverage, please notify us immediately.

Coverages (USLI)

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 1575 Delucchi Ln #219, Reno, NV 89502

Construction: Frame / Protection Class: 2

Property Coverage Perils: Special

Coverage	Limit	Deductible	Valuation	Rate	Premium
Business Personal Property	\$5,000	\$1,000	Replacement Cost		Included
Business Income and Extra Expense	\$8,500	N/A	Not Applicable		Included

Property Coverage Premium for Location #1: \$50 MP

Coverages automatically provided by Businessowners coverage form

Business Personal Property - automatic increase	25% during peak season	Business Personal Property at newly acquired locations	\$100,000
Business Personal Property not at premises	\$10,000	Outdoor Property (including trees, shrubs, and plants)	\$500 per tree/shrub/plant - \$2,500 total limit
Exterior Building Glass	Up to Business Personal Property	Signs attached to the Building	\$1,000
Increased Cost of Construction	\$10,000 - Only when Building coverage with Replacement Cost is provided	Valuable Papers & Records	\$10,000 (\$5,000 not at premises)
Accounts Receivable	\$10,000 (\$5,000 not at premises)	Personal Effects	\$2,500
Forgery and Alteration	\$2,500	Money Orders and Counterfeit Paper Currency	\$1,000
Fire Department Service Charge	\$1,000		

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Prepared for: **Nevada Aviation Association USLI** Proposal of Insurance

Policy Term: TBD

Liability Coverage

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Professional and Trade Associations - Not-for-Profit	0702	41668	Total Area	1,500	0.000	309.316	\$0	\$464
only				Per 1,000 Total Area				
Blanket Additional Insured - Non-Profit Package		49950	Flat	1	0.000	100.000	\$0	\$100
				Flat				
Blanket Special Events Liability		00041	Flat	El-A	0.000	0.000	Incl	Incl
 Non-Profit Organizations 				Flat				

Liability Coverage Premium for Location #1: \$564

Total for Location: \$614

III. LIABILITY LIMITS OF INSURANCE BUSINESSOWNERS GENERAL LIABILITY

Liability and Medical Expense \$1,000,000

Medical Expense (Any One Person) \$5,000

Damage To Premises Rented to You \$100,000

General Aggregate \$2,000,000

General Liability Deductible \$0

Forms & Endorsements (USLI)

IV. REQUIRED FORMS & ENDORSEMENTS

Common Endorsements

BP0003	(01/10) Businessowners Coverage Form	BP-40	(03/11) Molestation Or Abuse Exclusion
BP0188	(05/10) Nevada Changes	BP-48	(05/16) Exclusion – Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP0417	(01/10) Employment-Related Practices Exclusion	BP-49	(01/13) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-104	(12/20) Exclusion of Certified Acts of Terrorism	BP-58	(05/07) Animal Exclusion
BP-11	(05/04) Exclusion - Fiduciary Liability and Financial Services	BP-59	(02/13) Exclusion - Athletic Activity Or Sport Participants
BP-115	(07/08) Protective Devices Or Services Provisions	BP-60	(05/07) Exclusion For Bleacher Collapse
BP-145 NPP	(06/10) Blanket Additional Insured Endorsement	BP-65	(05/07) Exclusion For Mechanical Rides
BP-15	(07/04) Business Income and Extra Expense Limit	BP-88	(04/06) Expanded Definition of Bodily Injury
BP1505	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included	BP-90	(11/10) Amended Definition
BP-152	(01/13) Separation of Insureds Clarification Endorsement	BP-95	(05/07) Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP1560	(02/21) Cyber Incident Exclusion	BP-96	(05/07) Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-165	(05/18) Exclusion - Specific Activities, Events or Conditions or Over 2,500 People	BP-97	(05/07) Exclusion For Event Vendor/Exhibitor & Contractor
BP-168	(11/11) Exclusion - Injury To Performers Or Entertainers	Jacket	(07/19) Policy Jacket
BP-179 NBP	(12/17) Amendment of Liquor Liability Exclusion	Notice- CyberIncidentExcl- BP	(01/21) Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholder
BP-193	(08/14) Limits Of Insurance Under Multiple Coverage Parts	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
BP-201	(09/16) Coverage Extension - Education Services		

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Additional Premium
Option 1	Equipment Breakdown	\$55.00

Important Information

- Addresses potential gaps in coverage by providing coverage for
 - Mechanical Breakdown, Electrical Arcing
- \$250,000 limit for Refrigeration Contamination
- Loss or damage to hot water boilers & steam equipment
- \$250,000 limit for Perishable Goods Spoilage
- Steam explosion of boilers, piping, engines & turbines
- If this coverage is purchased, add BP-47 Equipment Breakdown
- Includes free jurisdictional inspections (as required by law or regulation)

Prepared for: **Nevada Aviation Association USLI** Proposal of Insurance

Policy Term: TBD

	Coverage	Additional Premium
Option 2	Terrorism Coverage	\$100.00

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an
 additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased,
 please provide the signed TRIADN Disclosure Notice or add form NTE Notice of Terrorism Exclusion. When
 making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as
 defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to
 losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any
 coverages are added or removed at binding, the additional premium shown above is subject to change.

UNITED STATES LIABILITY INSURANCE GROUP WAYNE, PENNSYLVANIA

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION FOR EVENT VENDOR/EXHIBITOR & CONTRACTOR

It is agreed that SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage, is amended to add the following:

This insurance does not apply to:

- a. Any claim, demand or "suit" arising out of the activities or operations of a person or entity participating as a vendor, exhibitor, performer or other capacity in an event hosted, sponsored or coordinated by any insured.
- b. Any claim, demand or "suit" arising out of the operations performed for any insured by any contractor or independent contractor or acts or omissions of any insured in the selection and retention of any contractor or independent contractor or acts or omissions or any insured in connection with the general supervision of such operations.

This exclusion does not apply to the expense related to investigation or defense of any claim, demand or "suit" against any insured under paragraphs a. and b. above.

This exclusion does not apply to any claim, demand or "suit" arising out of the activities or operations of any insured participating as a vendor, exhibitor or other capacity in an event not hosted, sponsored or coordinated by the insured named on the declarations.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

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This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION – SPECIFIC ACTIVITIES, EVENTS OR CONDITIONS OR OVER 2,500 PEOPLE

This policy does not apply to "bodily injury", "property damage", "personal and advertising injury", medical expenses or "damages" directly or indirectly arising out of, resulting from or in consequence of any insured's sponsorship, organization, operation or involvement, directly or indirectly, in any:

- I. Activity, event or condition involving any of the following:
 - a. Hay rides or animal-driven rides of any kind;
 - Airplane, helicopter or balloon shows, rides or demonstrations;
 - c. Boating, fishing, surfing, water skiing, jet skiing, wave running, water tubing, ice skating, snow skiing, snowboarding, snow tubing and other activities or events on water or snow;
 - d. Extreme sports including but not limited to bungee jumping, base jumping, sky diving, hang gliding, zip lining or any other similar sports;
 - e. Bonfires, camp fires or open fires;
 - f. Outdoor camping with or without the use of tents;
 - g. Swimming and other activities in bodies of water other than guarded public pools;
 - h. Carnivals;
 - Circuses;
 - Haunted attractions, corn mazes and similar activities;
 - **k.** Mechanical rides/devices or water parks;
 - All-terrain vehicle or snowmobile or any other motor vehicle races, competitions, demonstrations or shows, including mud bogs;
 - m. Heavy metal, hard rock, rap or hip-hop concerts;
 - n. Parades in which objects of any kind are thrown or launched to spectators;
 - Political rallies, protests or demonstrations;
 - p. Rodeos; or
 - q. Pub crawls, bar tours, wine walks or similar events in which attendees consume alcoholic beverages at multiple establishments in a single day or night.
- II. Activity, event or condition including but not limited to those listed above with attendance that exceeds two thousand five hundred (2,500) people.

However, coverage is provided for any insured's attendance and/or participation in the above activities, events or conditions so long as any insured does not sponsor, organize or operate same.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

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Coverage to Consider

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention.

Specifically, we ask that you review the following items: **Higher Limits:** In today's litigious society, many businesses have found it necessary to increase the limits of liability to ensure they are adequate to protect their assets in the event of a loss. Higher limits of liability may be available. Please carefully review the limits to ensure your level of comfort with the limits. **Employment Practices** The relationship between the employer and employee has become increasingly complex, and this has given rise to new insurance Liability: coverages to protect the employer. These coverages include wrongful termination, sexual harassment, and other coverages. It is important that you understand your exposures to loss in these critical areas. **Building Ordinance:** Provides coverage in the event there are building codes that mandate you to demolish remaining undamaged portions of the structure after partial damage. Coverage for increased cost of construction would also be included. Building codes have become more stringent as a result of City, State or Federal ordinances or laws (Americans With Disabilities Act {ADA}). An optional quote can be provided, and coverage should be considered. Protection against loss of earnings of a business during the time **Business Interruption:** required to rebuild or repair property damaged or destroyed by an insured peril. **Extra Expense:** Coverage for those expenses over and above normal operating expenses incurred to continue the insured's operations in the event of direct physical loss to property. Protection against loss of earnings during the time required to rebuild **Contingent Business Interruption:** or repair property damaged or destroyed by an insured peril at a supplier's location or other key location which your operations are dependent upon. Kidnap, Ransom and This provides coverage for kidnappings and other events through a Extortion, including combination of financial indemnification and expert crisis management. A basic policy can cover items such as ransom payment, **Dependent Child Coverage:** loss of income, interest on bank loans, etc. This insurance provides assistance to the family and business with regard to independent investigations, negotiations, arrangement, and delivery of funds. Flood: Covers direct physical loss caused by excess of water on land that is normally dry. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from: Overflow of inland or tidal waters; Unusual and rapid accumulation or runoff of surface waters from any source; Mudflow; or

	• Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.
Equipment Breakdown	This coverage provides protection for loss due to mechanical or
Equipment breakdown	
	electrical breakdown of nearly any type of equipment, including
	photocopiers and computers. Coverage applies to the cost to repair or
	replace the equipment and any other property damaged by the
	equipment breakdown. Resulting business income and extra expense
	loss is often covered as well.
Cyber Liability/	• Inadvertent transmission of a computer virus, Trojan horse, key
Network Security:	logger, etc.
	 Sending an email that crashes another party's network
	• Failure to prevent unauthorized access to computer systems by a
	third party or an unauthorized employee
	 Disclosure of or misuse of confidential information
	• Allegations of infringement of copyright, trademark, trade name,
	title, or slogan
	 Allegations of defamation as a result of emails, web content, blog,
	or forum postings
	Privacy liability: Covers liability of the company arising out of the
	unintentional and unauthorized disclosure or loss of non-public
	personal information or confidential corporation information in any
	format. This provides protection against a violation of any privacy
	regulations including the HITECH Act, HIPAA, GLBA, and
	Massachusetts 201 CMR 17 or the failure to comply with the company's
	own privacy policies.
	Internet liability: Damages arising when your internet service
	provider goes down or is hacked.
	Web content liability: Damages and defense costs arising from
	claims of libel, copyright or trademark infringement, or defamation;
	damages to a website by a hacker or disgruntled employee
	Electronic communications: Damages and defense costs arising
	as a result of electronic communications, such as breach of confidence
	or infringement of any right to privacy, intellectual property rights, or
	any statutory duty (Example: some states now require notification to
	those affected by a loss of private information and provision of credit
	monitoring services at your cost).
	Intangible assets: Damages to code, data, etc.
	Network extortion threat and reward payments : Reimburses
	the company for any extortion expense and reward paid by the
	company as a direct result of network extortion threat.
Directors and Officers	This coverage agreement provides protection for the directors and/or
Liability:	officers of the insured corporation against claims resulting from alleged
	breach of duty, negligence, error or omission while acting in their
	capacities as directors and/or officers.
Excess/Umbrella	This coverage provides additional protection when your business
Liability:	exceeds insurance limits on an underlying policy.
Pollution Legal	This coverage helps mitigate the environmental risks that come with
Liability:	owning or operating a commercial real estate facility or site. We can
	de la company de

	design a policy to provide coverage for pre-existing unknown		
	conditions, new conditions, on-site and off-site third party coverage for		
	cleanup costs, bodily injury, and property damage.		
Crime:	Covers moneys, securities, or property belonging to you or for which you are legally liable. In the event of a loss, the burden of proof rests with you. The policy does not cover inventory losses based on an inventory computation. Employee dishonesty: Insures against loss resulting from the dishonest acts of your employees. You must prove the loss was caused by the dishonest act of one or more employees. Forgery or alteration: Insures against loss caused by forged or altered checks or other financial instruments. Robbery and safe burglary: Provides protection in the event of loss of stock or property (other than money and securities) in which you or your employees are forced to relinquish goods, or where a safe is burglarized.		
	Computer fraud: Insures against theft of money, securities, or property by using a computer to transfer property from your premises or bank to another person or place.		
Fiduciary Liability:	The Employee Retirement Income Security Act of 1974 imposes personal liability on Fiduciaries of employee welfare plans for acts of mismanagement or errors in judgment. This policy will pay on your behalf all sums you become legally obligated to pay as a result of any Wrongful Act. Wrongful Act means a breach of fiduciary duty, including negligence, by you in the discharge of duties as respects Trusts or Employee Benefit Plans.		
Foreign Package:	Provides coverage for occurrences and suits brought in foreign countries, whereas, most domestic policies only cover suits brought in the U.S. Provides foreign GL, auto, voluntary workers' compensation and employer's liability, travel accident and sickness. Foreign workers' compensation provides coverage for endemic disease such as malaria or avian flu. Emergencies while traveling, such as security evacuation.		
Electronic Data Processing Equipment Coverage:	Coverage insures against loss or damage to electronic data processing equipment and the media and data owned, leased, or used by the Insured. Computerized production equipment may also be insured in addition to conventional computer equipment. Coverage may or may not include breakdown and power interruption and can provide Loss of income coverage as well as extra expense coverage.		

Evaluating Financial Strength and Capacity of Insurance Markets

USI Insurance Services' objective is to place Clients risks with insurers that are financially sound. In assessing the financial strength of insurers, USI Insurance Services relies upon statutory financial statements as well as the opinions and assessments of recognized rating agencies and other carrier review companies. USI Insurance Services authorizes insurers that it believes, at the time of placement, have the financial ability to fulfill their claim payment obligations to our clients. USI Insurance Services is not a guarantor of the solvency of insurers with which its brokers place business. However, our goal is to use reasonable measures to do business with financially healthy insurers. Our recommendations are based on financial and other relevant information that is available at the time of placement.

USI Insurance Services has appointed a group of experienced insurance professionals to serve on a Market Security Committee. This Committee is responsible for establishing and utilizing guidelines for the selection of insurers and supporting employees in their efforts to utilize financially sound insurers. In assessing the financial strength of insurers, the Committee relies upon the opinions and assessments of recognized rating agencies and other carrier review companies.

Insurance Company Financial Information

Objective assessments help insurance buyers make informed decisions

As your insurance broker, one of our objectives is to provide you with information and assessments published by rating agencies on the financial stability of the insurers currently underwriting your coverage's, or of those insurers we recommend you consider.

The A.M. Best rating for the insurance companies represented in this proposal are as follows:

Insurance Carrier	A.M. Best Rating	Financial Size Category
United States Liability Ins Co (USLI) c/oAmWins	A++	XII

Financial strength ratings

A.M. Best rating	S&P rating	Rating agency assessment
A++, A+	AAA	Superior
A, A-	AAA, AA, AA-	Excellent
B++, B+	A+, A, A-	Good
B, B-	BBB+, BBB, BBB-	Fair, vulnerable to adverse conditions
C++, C+	BB+, BB, BB-	Marginal, financial security may be adequate
C, C-	B+, B, B-	Weak, vulnerable
D, E, F	CCC, CC, C	Poor, extremely vulnerable or failed

Financial size ratings A.M. Best also assigns categories to insurance companies to indicate levels of statutory surplus and related funds.

A.M. Best financial size category	Adjusted policyholder surplus (in millions)	A.M. Best financial size category	Adjusted policyholder surplus (in millions)
I	Less than \$1	IX	\$250-\$500
II	\$1-\$2	X	\$500 - \$750
III	\$2-5	XI	\$750-\$1,000
IV	\$5 - \$10	XII	\$1,000-\$1,250
V	\$10-\$25	XIII	\$1,250 - \$1,500
VI	\$25-\$50	XIV	\$1,500-\$2,000
VII	\$50-\$100	XV	Above \$2,000
VIII	\$100-\$250		

USI Disclosures

Direct Bill DISCLOSURE: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

Information Concerning Our Fees: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

When to Notify USI Insurance Services

It is important that you advise USI Insurance Services of any material changes in your operations which may have a bearing on your insurance program. Your insurers have evaluated and accepted the risks on the basis of the information given. Any variation of these details could lead to complication in the event of a loss.

These changes may include, but are not limited to:

- Changes of personnel affecting responsibility for insurance decisions.
- Personnel traveling overseas/on temporary assignment overseas/working on military bases.
- Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure.
- Purchase, sale, lease, construction, or occupancy of new premises; real estate alteration, vacating the premises, or temporary unoccupancy; extension or demolition of existing premises. This applies for both domestic and foreign locations.
- Increase in values of building, business personal property, or inventory for both scheduled and unnamed locations.
- Removal of business personal property or stock to new or temporary locations.
- Addition of new locations, equipment, or vehicles, whether hired, purchased, leased, or borrowed.
- Changes in processes, occupancy, products, revenue, sales, or business operations.
- Addition, alteration, or temporary disconnection of fire or burglary protection systems.
- Use of owned or non-owned aircraft or watercraft.
- Major changes in value or nature of goods being shipped.
- Employment of personnel in states in which you were previously not doing business.
- Election or appointment of a new C.E.O. or C.O.O., or change in control of either the Board of Directors or the stock ownership of the company.
- Changes in ERISA Plan Assets.
- Any written contracts executed with contractor, subcontractors, suppliers, or others.

General Provisions

Please read this document carefully, and advise if any provisions contained herein are unclear or incorrect, and advise your USI ("USI Insurance Services") team immediately if any coverage is not reflected correctly or if any risks or potential risks have not been identified.

This document states the A. M. Best Company rating for each listed insurance company. Ratings are based on overall performance and financial strength. Performance ratings range from a low of "C-" to the highest rating assigned, "A++." Some insurance companies are subject to "Not-Assigned" categories. Financial size categories range from "I" (up to \$1,000,000 in surplus) to "XV" (\$2,000,000,000 or more in surplus).

Admitted insurance companies afford certain regulatory protection not extended to non-admitted insurance companies. For example, your state's Insurance Guarantee Association does not offer its loss protection to non-admitted insurance companies in the event of insolvency.

When, in USI's judgment, it is necessary or beneficial to do so, we will utilize the services of other intermediaries, sometimes referred to as Wholesalers or Managing General Agents (MGA's), to assist in accessing coverage for insureds or prospects. Such wholesale intermediaries may or may not be affiliated with USI, and would be compensated by the insurance company out of insured-paid premiums.

In some instances, insurance coverage placements made by USI require the payment of state surplus lines tax and fees, in addition to the insurance premium itself. USI will attempt to identify any such applicable tax and fees in advance of requesting coverage bound. In all instances, however, payment of any surplus lines tax and fees is the sole responsibility of the insured.

The USI ONE Advantage®

What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI ONE Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE® represents **Omni**, **Network**, **Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

Omni Knowledge Engine™ – USI's Proprietary Analytics

Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 150,000 clients, more than 6,000 professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

Network – USI's Local and National Resources

USI has made a very large investment in local resources and technical expertise, with more than 4,400 professionals networked nationally to build strong vertical capabilities and

NETWORK

Client Business Issues & Challenges

Customized, actionable, measurable solutions with bottom line impact.

The USI ONE Advantage®

integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning

USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.

Client Authorization to Bind Coverage

TO: USI Insurance Services, LLC 5355 Kietzke Lane, Suite 101 Reno, NV, 89511 RE: **Insurance Proposal** This proposal contains proprietary or confidential information concerning USI Insurance Services, LLC ("USI") and our Client. It may not be distributed or reproduced without the express prior written consent of USI Insurance Services. No disclosure concerning this proposal shall be made without the express prior written consent of USI Insurance Services. The intent of this proposal is to provide a highlight of the coverage offered in the proposed insurance program and is not meant to be all-inclusive. Please read your actual policy(ies) for complete details including terms, conditions, limitations, and exclusions. Exposure information, including but not limited to property values, auto schedules, payroll, and revenues, used in the proposal were those presented by you and should be carefully reviewed and/or appraised for adequacy. I have read and understand the terms and conditions of this proposal and the compensation USI Insurance Services may receive in connection with the services described in this proposal. All questions and concerns I had regarding any of the terms outlined above have been discussed and addressed with USI Insurance Services. After careful review of your proposal dated **March 14, 2023** we have decided to accept the following proposal option: Please have binders and your invoice prepared for the agreed-upon coverage. □ [Declined Terrorism] Annual Premium: \$665 ☐ [Accepted Terrorism] – Additional Premium: \$764 CustomerSignature Name Date Title Insured