

Arts & Culture Product Application

Type of coverage being requested:

- General Liability Property Nonprofit D&O Crime Coverage Inland Marine (see addendum) Hired and Non-Owned

Please fill out the General Information Section; along with the sections(s) you are requesting coverage.

I. GENERAL INFORMATION

1. Name of applicant: _____
2. Does the organization have a tax exempt status as defined by the I.R.S.? _____
3. Mailing Address: _____
4. Location Address: _____
5. Website Address: _____ Email Address: _____
6. Number of years in operation? _____
7. Does the organization have a prior, existing or pending bankruptcy in the last five years? Yes No
8. Purpose of organization: _____
9. Activities of the organization? (check all that apply):

| | | |
|--|---|--|
| <input type="checkbox"/> Ballet | <input type="checkbox"/> Community service | <input type="checkbox"/> Orchestra |
| <input type="checkbox"/> Booking agent/Event planner | <input type="checkbox"/> Fundraising | <input type="checkbox"/> Promoters |
| <input type="checkbox"/> Camps | <input type="checkbox"/> Gymnastics | <input type="checkbox"/> Theatre/Opera |
| <input type="checkbox"/> Cheerleading/Aerobics | <input type="checkbox"/> Martial arts | <input type="checkbox"/> Theatre/Plays |
| <input type="checkbox"/> Choir | <input type="checkbox"/> Music/Instrumental | <input type="checkbox"/> Schools |
| <input type="checkbox"/> Comedy troupes | <input type="checkbox"/> Music/Vocal | <input type="checkbox"/> Other _____ |

(Attach copy of brochure, website pages and flyer to this application)
10. Total number of performers:

| | |
|-------------------------------|---------------------------|
| Full-time employees _____ | Part-time employees _____ |
| Independent contractors _____ | Volunteers _____ |
11. Building interest? Owner Tenant Traveling only
 If traveling only – skip to question 18.
12. Do you lease premises? Yes No
 If yes, what purpose? _____
13. Is all electrical wiring connected to functional and operational circuit breakers? Yes No
14. Electrical systems do not have aluminum or knob and tube wiring? Yes No
15. Are there functioning smoke or heat detectors used in all public areas? Yes No
16. Are all public areas equipped with lighted exit signs? Yes No
17. Is a secondary means of egress provided for each floor (including basement) having public access? Yes No
18. What is the average ticket price per performance? \$ _____
19. Indicate the number of performances planned during policy term: _____
20. Average attendees per performance: _____
21. Maximum attendance at any one performance: _____
22. Total annual gross revenues:

| | |
|--|----------|
| Admissions: | \$ _____ |
| Food and beverage: | \$ _____ |
| Donations: | \$ _____ |
| Public funding: | \$ _____ |
| Rent from others for use of facilities: | \$ _____ |
| Products sold: (please attach a list of products sold) | \$ _____ |
| Other sources: | \$ _____ |
| Total annual gross revenue: | \$ _____ |

II. GENERAL LIABILITY

23. Are animals used for any performances? Yes No
 If yes, what type(s)? _____
24. Do you provide permanent or temporary housing for staff, performers, etc.? Yes No
25. Do you conduct any overnight tours? Yes No
 If yes, will any member be under the age of 18? Yes No
26. Do you rent or lease your premises to others? Yes No
27. Any construction of scenery, backdrops or stages over three stories in height or use of bulldozers, backhoes, excavators or cranes? Yes No
28. Do you utilize independent contractors? Yes No
 If yes, do you obtain certificates of insurance from independent contractors? Yes No
29. Do all performances end before 12:00 a.m.? Yes No
30. Are any aerial acts performed over audiences? Yes No
31. Any alleged incidents regarding molestation or abuse? Yes No
 If yes, please describe: _____
32. Are there any special effects that include pyrotechnics/fireworks? Yes No
33. Any international travel? Yes No
34. Does the applicant operate or run a day school/camp (no overnight exposure)? Yes No
 If yes, please provide the number of annual students _____ Length of classes _____
 Number of classes held annually _____
35. Will any performances take place in a vacant building? Yes No
36. Within the past five years, has the general liability coverage been cancelled or non-renewed? Yes No
 If yes, explain: _____
37. Loss history for general liability for the past five years:
 If none, check here

| Date Loss | Type/Description | Incurred | Reserved | Open/Closed |
|-----------|------------------|----------|----------|-------------|
| | | \$ | \$ | |
| | | \$ | \$ | |
| | | \$ | \$ | |

Abuse and Molestation Liability

38. Does the organization have a hiring process for employees and volunteer workers that includes questions about whether the individual has ever been convicted of any crime and involved in any lawsuit, claim or criminal charge involving sexual abuse, sexual molestation or sexual misconduct? Yes No
39. Does the organization require and verify prior employment and personal references on every prospective employee? Yes No
40. Are minors ever left alone with only one adult in any program, service, event or other activity? Yes No
41. Does the organization follow policies or procedures for the proper supervision of employees and volunteers who are in direct contact with minors and other individuals all on-site or off-site programs, services, events or other activities of applicant? Yes No

Hired/ Non-Owned Auto

The following questions need be addressed to determine pricing and eligibility for hired/non-owned auto coverage:

42. Does the organization have a business (or commercial) automobile insurance policy in force or own or lease autos on a long term basis? Yes No
43. Does the organization hire or have non-owned vehicles with passenger capacity exceeding eight passengers? Yes No
44. Does the organization regularly deliver goods or products? Yes No
45. Does the organization transport people? Yes No
46. Does the organization require its employees or volunteers to use their personal automobile to conduct the organizations business on a regular basis? Yes No

47. What is the maximum distance traveled in any vehicle?

- Up to 100 miles
- 201–300 miles
- 101–200 miles
- Over 300 miles

48. Does the organization require all drivers to maintain a minimum of \$100,000/\$300,000/\$50,000 of personal auto limits?

Yes No

III. PROPERTY

49. Limits desired and rating information

| Building Construction | Protection Class | Deductible | Cause of Loss |
|---|---|--|--|
| <input type="checkbox"/> Frame <input type="checkbox"/> Joisted masonry <input type="checkbox"/> Noncombustible <input type="checkbox"/> Masonry NC <input type="checkbox"/> Fire resistive | <input type="checkbox"/> 1–6 <input type="checkbox"/> 7–8 <input type="checkbox"/> 9–10 | <input type="checkbox"/> \$1,000 <input type="checkbox"/> \$2,500 <input type="checkbox"/> \$5,000 | <input type="checkbox"/> Basic <input type="checkbox"/> Special/excluding theft <input type="checkbox"/> Special (requires a (central station burglar alarm) |
| Consider Crime Coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Area occupied by the organization – sq. ft. _____ | | | |
| Building Limit: | \$ _____ | Coinsurance (80% minimum) _____ % | <input type="checkbox"/> ACV <input type="checkbox"/> RC |
| Improvements and Betterments Limit: | \$ _____ | Coinsurance (80% minimum) _____ % | <input type="checkbox"/> ACV <input type="checkbox"/> RC |
| Business Personal Property Limit: | \$ _____ | Coinsurance (80% minimum) _____ % | <input type="checkbox"/> ACV <input type="checkbox"/> RC |
| Business Income Limit: | \$ _____ | Coinsurance: _____ or Monthly Limit of Indemnity <input type="checkbox"/> 50% <input type="checkbox"/> 80% <input type="checkbox"/> 100% <input type="checkbox"/> 1/3 <input type="checkbox"/> 1–4 <input type="checkbox"/> 1–6 <input type="checkbox"/> With Extra Expense <input type="checkbox"/> Without Extra Expense | |
| <input type="checkbox"/> Value Plus Endorsement (Requires a Central Station Burglar Alarm) | | | |
| <input type="checkbox"/> Employee dishonesty \$ _____ | Number of employees _____ | | |
| <input type="checkbox"/> Money and securities \$ _____ | Inside \$ _____ | Outside (\$500 Standard Deductible) | |
| <input type="checkbox"/> Burglary & Robbery \$ _____ | Inside \$ _____ | Outside (\$500 Standard Deductible) | |
| <input type="checkbox"/> Outdoor Signs \$ _____ | | | |
| <input type="checkbox"/> Equipment Breakdown (Coverage requires a maintenance contract for all refrigeration units) | | | |

50. Has any officer or board member of this organization ever been convicted of the felony of arson?

Yes No

51. Are there any tax liens on any property?

Yes No

52. Any on premise welding operations?

Yes No

53. Cooking Supplement – If no cooking, check here

a. Is there a cleaning contract in force with an outside firm?

Yes No

b. Describe cooking equipment used:

- Grills Open flame Oven Deep fat fryers Charcoal grill Barbeque pit/Smoke
- Type or brand distance from building: _____ ft.

c. Type of extinguishing system:

Wet Dry

54. Type of plumbing? PVC/Plastic Copper Iron Lead Galvanized Other _____

55. Type of roof? Flat Wood shake Shingle Metal Tile Slate Other _____

56. Roof updated, _____ yr. Electrical updated, _____ yr.

Plumbing updated, _____ yr. Heating updated, _____ yr.

57. Age of building: _____

58. Are there performances in vacant buildings?

Yes No

59. Burglar alarm: Local Central station burglar alarm

60. Fire protection: Local Central station fire alarm Local fire alarm Annually serviced fire extinguisher(s)

61. Within the past five years, has property coverage been cancelled or non-renewed?

Yes No

If yes, explain: _____

62. Loss history for property for the past five years: If none, check here

| Date Loss | Type/Description | Incurred | Reserved | Open/Closed |
|-----------|------------------|----------|----------|-------------|
| | | \$ | \$ | |
| | | \$ | \$ | |
| | | \$ | \$ | |

IV. NON PROFIT DIRECTORS & OFFICERS AND EMPLOYMENT PRACTICES LIABILITY SECTION

63. Does the organization administer or sponsor any insurance programs? Yes No
64. Is the organization involved in any accreditation or standard setting activities? Yes No
65. Is the organization involved in any labor/union negotiations or collective bargaining activities? Yes No
66. Number of chapters: _____ If there are chapters, is coverage requested for them under this policy? Yes No
67. Does the applicant have any subsidiaries requiring coverage? Yes No
If yes, please complete the Non Profit Subsidiary Addendum (NPSADD).
68. Name and title of individual designated to receive all notices on behalf of the Insured:
Title: _____ Phone Number: _____
69. Directors and officers liability Insurance carried: Yes No
70. Does the organization currently carry general liability Insurance? Yes No
71. Please provide the following financial information for the last three years. (If organization in existence less than three years please provide budgeted revenue/expense statement for next three years.) Yes No
72. Is any person proposed for this insurance aware of any fact, circumstance or situation, which may result in a claim against the organization or any of its directors, trustees, officers, employees or volunteers? Yes No
(If yes, please forward a completed USLI supplemental claims application)
73. Within the last 5 years, has any inquiry, complaint, notice of hearing, claim or suit been made (including, but not limited to, Equal Employment Opportunity Commission, State Human Rights Boards, Municipal, State or Federal Regulatory Authorities), against the organization, or any person proposed for insurance in the capacity of director, officer, trustee, employee or volunteer of the organization? Yes No
(If yes, please forward a completed USLI supplemental claims application)
74. Has the Applicant or any person proposed for coverage (whether or not in the service of the Applicant) been the subject of or been involved directly or indirectly in any civil, criminal, regulatory, legislative or administrative proceeding(s) Yes No

V. FIDUCIARY LIABILITY

75. Does each pension plan use an outside investment manager? (If no, Fiduciary will not be offered) Yes No
76. Does each plan subject to ERISA comply with all applicable requirements of ERISA and the Internal Revenue Code of 1982, as amended (the "Code") including eligibility, participation, vesting, fiduciary responsibility and funding standards? (If no, please attach details) Yes No
77. In the past two years has there been or is there now under consideration any material changes to a plan or termination/consolidation of a plan? (If yes, please attach details) Yes No
78. Has there been or is there now pending any claims(s) against any proposed insured arising out of any Plan? (If yes, please attach details) Yes No
79. Does any proposed Insured have knowledge or information of any act, error or omission which might give rise to a claim under the proposed Fiduciary Liability coverage? (If yes, please attach details) Yes No

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado Fraud Statement: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida Fraud Statement: 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.

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

Maine Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits

Maryland Fraud Statement: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky, Pennsylvania AND Ohio Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee, Virginia and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

Minnesota Notice: Authorization or agreement to bind the insurance may be withdrawn or modified only based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days' notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. **THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.**

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy.

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____  Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's signature: _____  Title: _____

President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____

Inland Marine Addendum

- Inland marine
 Theater property
 Musical instruments

1. Schedule of property and equipment for which coverage is requested:

| Item | Description (year, manufacturer and model) | Serial Number | Limit of Insurance |
|-----------------------------------|--|---------------|--------------------|
| 1 | | | \$ |
| 2 | | | \$ |
| 3 | | | \$ |
| 4 | | | \$ |
| 5 | | | \$ |
| 6 | | | \$ |
| *Attach another page if necessary | | Total Blanket | \$ |

Blanket coverage description (if requesting blanket coverage) – individual items under \$2,500 in value:

| Item | Description | Largest Item | Total of Items |
|-----------------------------------|-------------|-----------------|----------------|
| 1 | | | \$ |
| 2 | | | \$ |
| 3 | | | \$ |
| 4 | | | \$ |
| 5 | | | \$ |
| *Attach another page if necessary | | Total Scheduled | \$ |

2. Deductible: \$500 \$1,000 \$2,500 \$5,000 \$10,000

3. Does the insured lease, loan or rent covered property or equipment to others? Yes No

4. Is any insured property or equipment on this schedule left unlocked and/or unsecured when not in use? Yes No

5. Are any objects unique or difficult to replace? Yes No

6. Do any objects have value beyond their apparent worth due to being rare or collectible? Yes No

7. Is all insured's covered property or equipment brought back to their place of business at the end of each day? Yes No

If so, is the place of storage protected by a central station alarm system? Yes No

8. Loss history for inland marine for past three years: If none, check here

| Date Loss | Type/Description | Incurred | Reserved | Open/Closed |
|-----------|------------------|----------|----------|-------------|
| | | \$ | \$ | |
| | | \$ | \$ | |
| | | \$ | \$ | |

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Agent's signature: _____  Main agency phone number: _____


(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip: _____

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inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's signature: _____  Title: _____
President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____