

PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

Quote: 341069.1



P.O. Box 922025 PFA@P1Finance.com
Norcross, GA 30010-2025
(phone) 877-395-6770 (fax) 404-745-0737

<input checked="" type="checkbox"/>	COMMERCIAL
<input type="checkbox"/>	PERSONAL
<input type="checkbox"/>	NEW CONTRACT
<input type="checkbox"/>	ENDORSEMENT TO EXISTING

BORROWER (Insured): Name and Address (as stated in policy) Hialeah Club Villas Condominium Association, Inc 7900 Oak Lane #400 Hialeah, FL 33016 TELEPHONE: 305-365-2822 FAX: _____	PRODUCER (Agent/Broker): Name and Place of Business Option Insurance Solution Inc 14750 SW 26th St #105 Miami, FL 33185 TELEPHONE: (305) 225-9550 FAX: 305-225-9551
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In consideration of the premium(s) paid, or to be paid, by Lender on behalf of the Borrower, Borrower promises to pay to the order of P1 Finance, A Division of PSFCU, the Total of Payments, subject to the provisions hereinafter set forth.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

1. TOTAL PREMIUM(s)	2. DOWN PAYMENT	3. UNPAID PREMIUM BALANCE	4. FL DOC STAMP CHG	5. AMOUNT FINANCED	6. FINANCE CHARGE	7. TOTAL OF PAYMENTS	8. DEFERRED PAYMENT PRICE
\$100,813.00	\$50,000.00	\$50,813.00	\$178.15	\$50,991.15	\$937.15	\$51,928.30	\$101,928.30
9. ANNUAL PERCENT RATE the cost of your credit at a yearly rate 3.99%		10. AMOUNT OF EACH PAYMENT \$5,192.83		11. NUMBER OF PAYMENTS 10 Monthly		12. WHEN FIRST PAYMENT IS DUE 7/25/2020	

SECURITY: You are giving a security interest in any and all policies or other collateral listed on the Agreement.
LATE CHARGE: See Disclosure Statement, item number (3) three.
PREPAYMENT: If you pay off the loan early, you may be entitled to a refund of part of the finance charge.
AMORTIZATION SCHEDULE: Check box for amortization detail. ☐

BOX #3 ABOVE: Paid to insurance companies, intermediary brokers or Agents listed here and in the Schedule of Policies.
BOX #4 ABOVE: Official fees paid to Florida Department of Revenue.
FLORIDA DOCUMENTARY STAMP TAX: Required by law when the amount indicated in box #4 has been paid or will be paid directly to the Florida Department Of Revenue. Certificate of Registration #650370655-15-01.

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT	(1) FULL NAME OF INSURANCE COMPANY AND BRANCH OFFICE ADDRESS (2) NAME AND ADDRESS OF GENERAL AGENT TO WHICH POLICY PREMIUMS PAID	TYPE OF COVERAGE	MINIMUM EARNED PREMIUM	POLICY TERMS IN MONTHS COVERED BY PREMIUM	PREMIUM AMOUNT
HCP004671	6/25/2020	Heritage Property and Casualty Insurance Company 2600 McCormick Drive, Suite 300 Clearwater, FL 33759	PROPERTY	0%	12	Prem: \$100,683.00 Taxes: \$105.00 Fees: \$25.00

Notes: (1) If a check is tendered for the down payment and the check is dishonored, this Agreement shall be deemed not to have been accepted even if notification of acceptance has been issued by Lender; (2) Rescinding or otherwise invalidating any of the policies is equivalent to cancellation of the policy(ies); (3) Non-Payment may result in cancellation of the policies.

NOTICE TO INSURED: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

THE UNDERSIGNED BORROWER AND OR ITS REPRESENTATIVE INSURANCE AGENT OR BROKER HAS SIGNED THIS LOAN AGREEMENT WHICH CONSISTS OF THIS PAGE, THE DISCLOSURE STATEMENT AND ANY ADDITIONAL PAGES WHICH MAY CONTAIN A SCHEDULE OF POLICIES. EACH HAVE RECEIVED A COPY OF THIS LOAN AGREEMENT AND AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, NOW THEREFORE ON THIS _____ DAY OF _____ 20____

x X of amib guraly
SIGNATURE OF BORROWER
(If Corporation, Title of Officer Signing)

AGENT/BROKER CERTIFICATION

The undersigned Agent/Broker, hereinafter referred to as "Agent", hereby represents and warrants that all policies listed in this agreement have been issued and delivered, and are in force and effect, that the policies listed in this agreement are not currently nor have they ever been the subject of any other premium finance agreement, that the down payment as shown in the contract has been paid (in good funds), that all policies therein were issued by the agency, and that all information, including the cancellation provisions effecting the return premium, for any of the policy(ies) listed has been accurately represented in the quote and any and all fully earned provisions that exist in the policies named in this loan have been disclosed. The Agent warrants that the above contract evidences a bona fide and legal transaction, that the Borrower is of legal age and as the capacity to contract, and if signed in corporate capacity, that the signatory has the authority to sign on behalf of such entity, that the Borrower has not filed for or is not preparing to file for bankruptcy protection, that the Borrower's signature is genuine, and that Agent has delivered a copy to the Borrower. Agent agrees that if any warranties contained in this Agreement are found to be untrue, it will immediately remit to Lender the full amount then remaining unpaid on this premium finance agreement. Upon termination of this Agreement or cancellation or rescission of any scheduled policies, the Agent agrees to pro-rata return any and all premiums, commissions, premium finance fees, risk management fees, and, Broker fees to Lender within ten (10) business days of receipt or according to applicable state law.

FOR FIN CO. USE

X _____
PRINT NAME OF AGENT OR BROKER

X _____
SIGNATURE OF AGENT OR BROKER

DISCLOSURE STATEMENT

WITNESSETH:

P1 Finance, a Division of PSFCU, will hereinafter be referred to as "Lender", this Premium Finance Agreement will hereinafter be referred to as "Agreement", and the person/entity listed on Page 1 of the finance agreement under the section titled Borrower shall be hereinafter referred to as "Borrower". That in consideration of the payment by the Lender to the respective insurance companies, or their agents, of the balance of the premiums upon the policies hereinbefore described in this Agreement (which policies have been issued and delivered to the Borrower at his request), the Borrower promises to pay to the Lender the amount shown in the completed schedule in this Agreement under the caption "Total of Payments", with service charge thereon as in said Schedule of Policies provided; and the Borrower agrees to the following terms set forth by the Lender:

1. To secure all liabilities owed from the Borrower to the Lender, the Borrower assigns to the Lender all of their right, title, and interest in the insurance policies listed in this Agreement, and all rights therein including all dividends, unearned premiums and unearned commissions.
2. The Borrower hereby irrevocably appoints the Lender as its attorney-in-fact with full power and authority to cancel the policies listed in this Agreement for default in payment. The insurance companies and/or its Agents listed in this Agreement are hereby authorized and directed, upon the request of the Lender, to cancel said policies and to pay to the order of the Lender all gross, unearned premiums, commissions and fees thereon without proof of default hereunder or of breach hereof. Interest will continue to accrue on unpaid balances, and the Borrower shall remain liable for any deficiency together with interest at the highest allowable legal rate. In the event of any breach by the Lender, Borrower's recovery is limited to the finance charge received in the Agreement by the Lender. Borrower waives a claim to consequential or other damages. The Borrower is liable for all sums due under this Agreement, and the Lender may, but is not bound to seek to recover its collateral. Borrower authorizes Lender to file a UCC financing statement to perfect Lender's security interest.
3. If any installment due hereunder is not paid within five (5) days of the due date, Borrower agrees to pay a delinquency and collections charge of 5% of the delinquent installment, or the maximum allowed by applicable law. If any installment due hereunder is not paid within fifteen (15) days of the due date, Borrower acknowledges and agrees that Lender may send notice of cancellation to the insurer which issued each of the policies listed in this Agreement. If the Lender incurs collections costs for amounts due from Borrower, the Borrower agrees to pay reasonable attorney fees and other collection costs up to the maximum allowed by law. This contract will be construed by the laws of the state of issuance. Borrower consents to jurisdiction in the civil courts of Gwinnett County, Georgia and waives any right to claim lack of personal jurisdiction in such court, for any proceedings to enforce the obligations of this Agreement.
4. The Borrower agrees that the Lender may endorse the Borrower's name on any check or draft for all monies that become due from the company and apply the same as payment of this agreement, returning any excess amount equal to or greater than one dollar (\$1.00) to the Borrower.
5. In the event the payment made to Lender is returned because of insufficient funds, the Borrower agrees to pay the Lender all non-sufficient fund charges up to the maximum allowed by law. All checks are accepted subject to collection. No payment of any kind is deemed made until funds have cleared and been received.
6. If a policy listed in this Agreement is not issued at the time this Agreement is executed, the Borrower gives the Lender the authority to fill in the name of the insuring company or authorizing agent, policy number, and the due date of the first payment. Upon request of the Borrower, the Lender may advance to the Borrower's agent or the insuring company any additional premiums that may become due, less normal down payment, adding the advance amount, plus any finance charge, to the Borrower's present contract.
7. The Borrower recognizes and agrees that the Lender is a lender and not an insurer and that the Lender assumes no liability hereunder as an insurer. The Borrower agrees that all payments hereunder shall be made directly to the Lender or third party designated by Lender and payment by the Borrower to any other person, firm, insurance agent, or insurance company shall not constitute payment to the Lender. Borrower further agrees and understands that the intermediary broker, Agent, or insurance company whose name appears on the Premium Finance Agreement is not a representative of the Lender and has no authority to promise anything on behalf of the Lender. Furthermore, the Borrower understands that the Lender makes no warranties or representations concerning the financed coverage nor has it played any part in the selection, structuring, or acquisition of Borrower's insurance coverage.
8. The Lender shall have the right to accept any payment or payments from the Borrower after the notice of cancellation has been sent to the insurance company(ies) and may apply them as a reduction of the indebtedness hereunder, and neither the acceptance nor the application of any such payment or payments shall constitute an undertaking on the part of the Lender to reinstate such insurance or constitute a waiver of any default hereunder. In the event the Lender requests reinstatement of such insurance, the Lender assumes no responsibility that such request will be received or honored by the insurance company, and the Borrower must verify the existence of coverage directly with the insurance company or its agent.
9. Interest on the loan is earned each month according to the policy effective date based on the Rule of 78's or as otherwise required by law. If the Borrower pays off the balance prior to maturity, they may receive a refund of a portion of the total finance charges. No refund need be made if it is less than \$1.00 or maximum allowable by applicable law. Payment due dates will start on the date provided in Box 12 and continue each consecutive monthly, quarterly, semiannually, or annual payments as specified in Box 11.
10. In all cases, the Agreement is subject to approval and acceptance by the Lender. Lender may decline the loan, known as a Premium Finance Agreement, for any reason at its discretion. No contract is deemed in force until the Lender issues a notice of acceptance.
11. Borrower shall not assign the policy (except to mortgagees) without prior written consent of Lender. Lender shall assign this loan to a funding source, at its discretion, payoff and reassign same, including the terms and conditions herein, to an alternative funding source, at any time during the term of this Agreement.
12. The money advanced by the Lender is only for the premium as determined at the time this Agreement is accepted by Lender. Lender's payment shall not be applied by the insurance company to pay for any additional premiums owed by Borrower for any reason whatsoever. Borrower agrees to pay the insurance company directly for any additional premiums which become due for any reason including, but not limited to an audit. Lender may however, at its option, finance the additional premium according to the written agreement as stated above in section 6.
13. In the event of Fraud or any other type of misrepresentation, the Lender has the right to declare a default in the loan at any time at its discretion. Any default under any Agreement between the Borrower and the Lender shall be deemed and is a default under all agreements between such parties. All unearned premiums due to the Borrower whether from the insurance financed pursuant to this Agreement or any other agreement between Borrower and the Lender shall be security for and collateralize all loans made to the Borrower. Additionally, in the event of a default by the Borrower, the Lender may treat all assets of the Borrower as collateral under this Agreement, and may declare the remaining principal amount, with all accrued interest and fees, immediately due and payable.
14. The Borrower recognizes and agrees that their insurance Agent may add a fee to the base annual percentage rate as compensation for administering of the premium finance agreement where allowed by law. All parties to this transaction agree that these fees will be earned on a pro-rata basis.
15. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement including signature pages received by electronic or facsimile transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Electronic or written signatures of the parties shall be deemed to be original.
16. Borrower agrees and acknowledges to authorize PSFCU to open a limited account on behalf of Borrower and at no cost, to facilitate the funding of this loan. The details and terms related to the account are available at: www.PeachStateFCU.org/business/savings/premiumfinance and which terms are incorporated by reference in this Agreement.

THE BORROWER REPRESENTS AND WARRANTS AS FOLLOWS:

That all financial information or financial representations given to Lender are true and correct in all respects, and fully and accurately present the financial conditions reflected therein. The execution, delivery and performance of this Agreement by Borrower is within the requisite corporate or limited liability company power, and has been duly authorized. This Agreement, when duly executed and delivered, and accepted by the Lender will constitute legal, valid, and binding obligations of Borrower and will be applicable to and secure the payment and performance of this Agreement.

There are no actions, suits, or proceedings pending or to the knowledge of Borrower, threatened against or affecting the Borrower, or involving the validity or enforceability of this Agreement. There are no liens on or security interest in the collateral. That (a) all the Borrowers or insureds are listed on the Agreement and that if all are not listed, then the one who is listed is authorized to act on behalf of all the Borrowers or insureds; (b) no other party is entitled to any notice other than the one set forth on the face of the Agreement; (c) the Lender may, at its option, advance the premiums which are the subject of the Agreement to the insurance company, the intermediary broker or the Agent/Broker; (d) the Agreement contains the entire agreement between parties; (e) The Agent/Broker is the agent of the Borrower and that the Agent/Broker does not have the authority to make any representations on behalf of the Lender. Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or any Governmental Authority. The Borrower is not a Debtor under any bankruptcy proceedings of Title 11 of the U.S. Statutes nor have any such proceedings been threatened. Borrower is not insolvent and is not the subject of any actions or receiverships. Borrower is not in any default with any other lender.



FUNDING BREAKDOWN BY POLICY

Hialeah Club Villas Condominium Association, Inc

6/12/2020

Insured Name	Date
Option Insurance Solution Inc	341069.1
Producer	Quote Number

Policy Number	Policy Type	Insurance Company / General Agent	Down Payment Amount	Funding Amount
HCP004671	PROPERTY	Heritage Property and Casualty Insurance Company	\$50,000.00	\$50,813.00

Please indicate any special activation or funding requirements:

Please email signed and dated contracts to P1 Finance at pfa@p1finance.com