



## ENTERTAINER AND PERFORMER

### Insurance Program and Enrollment Form

This brochure is valid for effective dates from 4/1/23 through 3/31/24

#### PROGRAM DESCRIPTION

This program has been designed for individual U.S.-based entertainers and performers who work on an independent contractor basis entertaining at local fairs, festivals, special events, private parties, conventions or tradeshow booths. Coverages provided include important liability protection for the entertainer or performer for liability claims arising out of their operations.

The following criteria must be met to be eligible for consideration of coverage under this program:

- Must be a least 18 years of age
- Annual gross income from the entertainer's or performer's activities cannot exceed \$300,000

Coverage is provided by a carrier rated A (Excellent) by A.M. Best Company.

#### INELIGIBLE OPERATIONS

The following entertainers/performers not eligible for this program include, but are not limited to the following:

- Acrobatic or aerialist performer
- Actor or actress
- Circus performer
- Cosmetologist/Beautician
- Escape artist
- Exotic dancer
- Fire handler
- Group acts or bands
- Henna/Mehndi artist
- Hypnotist
- Jousting
- Mascot (college, high school, professional)
- Model (unless reported to and approved by K&K)
- Performer putting on an athletic exhibition
- Performer using weapons (live ammunition or sharpened blades)
- Permanent tattoo and/or body piercing artist
- Production/entertainment companies
- Public speaker (unless reported to and approved by K&K)
- Pyrotechnician
- Rap, hip-hop, electronic/techno or heavy metal/screamo musical entertainer, performer or DJ
- Strength performer
- Stripper
- Stunt performer
- Touring entertainer/performer

#### ELIGIBLE OPERATIONS

- Actor portraying historical person (actual or fictional)
- Balloon artist
- Belly dancer
- Caricature sketching
- Celebrity look-alike
- Clown
- Comedian
- Conductor
- Contortionist
- DJ or KJ
- Face/body painter (FDA approved/compliant paint only)
- Holiday character
- Impersonator
- Impressionist
- Juggler
- Magician
- Mime
- Musician, singer or vocalist
- Poet
- Psychic/fortune teller
- Public speaker (subject to review and approval by K&K)
- Puppeteer
- Story teller
- Theatrical performer (single event option only)
- Trade show/promotional model (subject to review and approval by K&K)
- Ventriloquist
- Western performer
- Yodeler

Coverage is also available for groups of entertainers and performers through our Band & Performing Groups Program. Contact us or visit our website for more information and/or a brochure.

#### EASY WAYS TO ENROLL FOR COVERAGE

**WEB**

Receive coverage immediately by purchasing online at [www.entertainerinsurance-kk.com](http://www.entertainerinsurance-kk.com)

OR

Submit this enrollment form, with payment, to us.

**FAX**

1-260-459-5502

**MAIL**

Regular:	Overnight:
K&K Insurance	K&K Insurance
Event RPG	Event RPG
P.O. Box 2338	1712 Magnavox Way
Fort Wayne, IN 46801-2338	Fort Wayne, IN 46804

#### FOR SERVICE REQUESTS ONLY

**E-MAIL**

[entertainers@kandkinsurance.com](mailto:entertainers@kandkinsurance.com)

**QUESTIONS**

Call **1-800-328-2317**

## EXCLUSIONS

The following represent only some of the exclusions contained in this policy and state variations may apply.

- Reenactment performances/activities involving boats and/or activities held on or in water
- Abuse, molestation, or exploitation
- All operations listed as ineligible
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- Animals (injury or death to any animal or injury, death or property damage caused by your animal-see FAQ on page 3 for limited small animals coverage)
- Any event or activity involving or promoting tobacco or cannabis
- Asbestos
- Athletic activity
- Body surfing or mosh pits
- Communicable disease
- Cyber incident, data compromise, and violation of statutes related to personal data
- Employment-related practices
- Events hosted/organized by the entertainer/performer
- Fireworks (exclusion does not apply to flashboxes)
- Full body art and painting
- Fungi or bacteria
- Haunted attractions
- Historical battle reenactments
- Hot wax impressions
- Lead
- Nuclear energy liability
- Ownership of a facility for performances
- Personal and advertising injury
- Use of any substance to paint or apply on the face or body that is not classified as non-toxic and/or manufactured using only FDA compliant ingredients

Coverages	Option 1	Option 2	Option 3	Option 4	Option 5
<b>Commercial General Liability (CGL):</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>
Each Occurrence	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
General Aggregate (Other than Products-completed Operations)	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Products-completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Personal and Advertising Injury	Excluded	Excluded	Excluded	Excluded	Excluded
Bodily Injury to Participants Liability	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Medical Expense (other than participants)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Medical Payments for Participants	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>Annual Cost</b> (based on annual income)					
\$ 30,000 or less	\$ 231.00	\$ 339.00	\$ 589.00	\$ 839.00	\$ 1,089.00
\$ 30,001 - \$100,000	\$ 350.00	\$ 518.00	\$ 768.00	\$ 1,018.00	\$ 1,268.00
\$100,001 - \$200,000	\$ 664.00	\$ 989.00	\$ 1,239.00	\$ 1,489.00	\$ 1,739.00
\$200,001 - \$300,000	\$ 989.00	\$ 1,476.00	\$ 1,726.00	\$ 1,976.00	\$ 2,226.00
<b>Single Event Coverage</b> (per event) *Single event = 10 consecutive days or less	\$ 181.00	\$ 264.00	\$ 514.00	\$ 764.00	\$ 1,014.00

\*Cost includes premium and a \$15 risk purchasing annual administration fee.

### Coverage provided under this program includes:

**Commercial General Liability with Enhancement Endorsement** – coverage that protects the insured against liability claims for bodily injury and property damage arising out of their operations.

**Bodily Injury to Participants Liability** – coverage that offers protection against bodily injury liability claims brought by persons participating in covered activities.

**Medical Payments for Participants** – coverage that pays the medical and dental expenses incurred by a participant when an accidental injury occurs while participating in your covered activities. The coverage is provided on a primary basis.

## FREQUENTLY ASKED QUESTIONS

### 1. What name should be listed on enrollment form?

Because this program provides coverage for the entertainer or performer as an individual, provide the full legal name of the entertainer/performer to be covered. If performing under a stage or other name, include that name on the "Doing Business As" line.

### 2. How soon does coverage start? When will we receive proof of coverage?

Coverage can be bound the date after we receive a completed enrollment form and the appropriate premium. Please allow adequate time for us to process your enrollment form and issue certificates.

### 3. When should I make our coverage effective?

The effective date is the date you need your insurance to start. If you are renewing coverage with us, use the expiration date of your coverage. Coverage will be in effect for one year.

### 4. I have been asked by the facility/event where I will be working to add them as an additional insured to my policy. What does this mean and how do I do that?

An additional insured is an entity which has an insurable interest for claims arising out of your negligence as the named insured. Such possible entities are a landlord or sponsor. By providing an entity additional insured status they now are entitled to defense and indemnity (if policy limits have not been exhausted) under your policy with no responsibility for premium payments.

You can add an entity as an additional insured under the certificate request section of the enrollment form. Please remember to provide their complete name, address and relationship to you. All requests must be made in writing.

### 5. If I need to request another certificate of insurance, how do I do this?

A written request from the insured is required. A certificate request form will be sent with your coverage documents that can be mailed, faxed or e-mailed to us. Please allow adequate time for processing.

### 6. What if my act involves an animal and it injures someone?

This program only provides coverage for claims arising out of the following smaller animals: rabbits, doves, mice, hamsters, non-venomous/non-constrictor snakes and dogs weighing less than 15 pounds. No coverage exists for claims arising from all others animals, and no coverage is provided for the actual death or injury to any animal.

### 7. Will I receive a policy after submitting the enrollment form?

You will receive a certificate of insurance as proof of coverage. Coverage is offered exclusively through Sports, Leisure and Entertainment Risk Purchasing Group (RPG). The RPG receives a master policy from the company. Submission of this enrollment form confirms your desire to receive coverage through the RPG. Each member receives their own certificate of insurance as their evidence of coverage. The limits of insurance apply individually to each insured member organization-there are no shared limits of liability with any other members. A copy of the RPG master policy can be requested in writing to: K&K Insurance Group, Inc., 1712 Magnavox Way, Fort Wayne, IN 46804.

This brochure is for illustrative purposes only and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions as they may change from one coverage period to the next. You may request a copy of the full policy by submitting a written request to us.



# Enrollment Form - Entertainer and Performer

Valid for effective dates from 4/1/23 through 3/31/24

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG administration fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

- TO AVOID PROCESSING DELAYS, PLEASE:**
- 1. Complete all sections (print legibly)**
  - 2. Sign and date where required**
  - 3. Remit completed enrollment form (pages 4-11) with payment**

## GENERAL INFORMATION

I am a new account       I am renewing my coverage

Individual's name (as it should appear on the policy): \_\_\_\_\_  
First name Last name

Doing business as (DBA): \_\_\_\_\_  
(additional name(s) under which the named insured operates)

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

(By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 8 of the application for Electronic Disclosure and Consent)

## DATES

Coverage will begin the day after the completed enrollment form and premium are received and approved by us, or on a later date you specify below. (If renewing coverage, please provide the expiration date of your current policy.)

Start my coverage on this date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## BUSINESS INFORMATION

1. Type of entertainer/performer (check all that apply):

- |                                                                             |                                                                                            |                                                                                                     |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <input type="radio"/> Actor portraying historical person (actual/fictional) | <input type="radio"/> Holiday character                                                    | <input type="radio"/> Public speaker<br>describe type (subject to approval):<br>_____               |
| <input type="radio"/> Balloon artist                                        | <input type="radio"/> Impersonator                                                         | <input type="radio"/> Puppeteer                                                                     |
| <input type="radio"/> Belly dancer                                          | <input type="radio"/> Impressionist                                                        | <input type="radio"/> Story teller                                                                  |
| <input type="radio"/> Caricature sketching                                  | <input type="radio"/> Juggler                                                              | <input type="radio"/> Theatrical performer<br>(single event option only)                            |
| <input type="radio"/> Celebrity look-alike                                  | <input type="radio"/> Magician                                                             | <input type="radio"/> Trade show/promotional model<br>describe type (subject to approval):<br>_____ |
| <input type="radio"/> Clown                                                 | <input type="radio"/> Mime                                                                 | <input type="radio"/> Ventriloquist                                                                 |
| <input type="radio"/> Comedian                                              | <input type="radio"/> Musician, singer or vocalist<br>Genre of music + %<br>of each: _____ | <input type="radio"/> Western performer                                                             |
| <input type="radio"/> Conductor                                             | <input type="radio"/> Poet                                                                 | <input type="radio"/> Yodeler                                                                       |
| <input type="radio"/> Contortionist                                         | <input type="radio"/> Psychic/fortune teller                                               |                                                                                                     |
| <input type="radio"/> DJ/KJ                                                 |                                                                                            |                                                                                                     |
| <input type="radio"/> Face/body painter                                     |                                                                                            |                                                                                                     |
| <input type="radio"/> Other (subject to our approval): _____                |                                                                                            |                                                                                                     |

2. Does your annual gross income as an entertainer/performer exceed \$300,000?       Yes       No

## BUSINESS INFORMATION CONT.

3. Are you age 18 or older?  Yes  No
4. Do you own/operate your own facility and/or have employees/volunteers?  Yes  No  
 If yes, this program only provides coverage for your operations as an entertainer/performer. It does not extend to your employees or anyone assisting or performing on your behalf, nor does it apply to the operation of a facility.
5. Do you conduct/perform operations outside the U.S.?  Yes  No  
 If yes,  
 • How many times per year do you perform outside of the U.S.? \_\_\_\_\_  
 • What is the maximum number of consecutive days you will spend outside the U.S. for performances? \_\_\_\_\_  
 (Note: Coverage applies only if your responsibility to pay damages is determined in suit brought in the U.S.)
6. Are any of the events where you perform part of a promoted tour?  Yes  No
7. Do your performances/operations include any of the following:  Yes  No
- |                                                                                            |                                                                                                                                                                                                       |                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reenactment performances/ activities involving boats and/or activities held on or in water | Full body art/painting<br>Haunted attractions<br>Historical battle reenactments<br>Hot wax impressions<br>Hypnotism<br>Involvement or promoting of tobacco or cannabis<br>Stunts and/or strength acts | Permanent tattooing or body piercing<br>Use of any substance to paint or apply on the face or body that is not classified as non-toxic and/or manufactured using only FDA compliant ingredients<br>Weapons (live ammunition/ sharpened blades) |
| Amusement devices                                                                          |                                                                                                                                                                                                       |                                                                                                                                                                                                                                                |
| Animals*                                                                                   |                                                                                                                                                                                                       |                                                                                                                                                                                                                                                |
| Athletic activity                                                                          |                                                                                                                                                                                                       |                                                                                                                                                                                                                                                |
| Body surfing or mosh pits                                                                  |                                                                                                                                                                                                       |                                                                                                                                                                                                                                                |
| Circus act                                                                                 |                                                                                                                                                                                                       |                                                                                                                                                                                                                                                |
| Fire (fireworks, pyrotechnics)                                                             |                                                                                                                                                                                                       |                                                                                                                                                                                                                                                |

**Note: the exposures/activities listed above are not covered by this program and any resulting claims will be denied.**  
 \* See FAQ # 6 on page 3 for limited small animal coverage available.

## PROGRAM COST

**Please check the option you are seeking:**

**Annual Coverage**

Annual Income	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit	Option 3 \$3,000,000 CGL Limit	Option 4 \$4,000,000 CGL Limit	Option 5 \$5,000,000 CGL Limit
\$ 30,000 or less	<input type="radio"/> \$ 231.00	<input type="radio"/> \$ 339.00	<input type="radio"/> \$ 589.00	<input type="radio"/> \$ 839.00	<input type="radio"/> \$ 1,089.00
\$ 30,001 - \$100,000	<input type="radio"/> \$ 350.00	<input type="radio"/> \$ 518.00	<input type="radio"/> \$ 768.00	<input type="radio"/> \$ 1,018.00	<input type="radio"/> \$ 1,268.00
\$100,001 - \$200,000	<input type="radio"/> \$ 664.00	<input type="radio"/> \$ 989.00	<input type="radio"/> \$ 1,239.00	<input type="radio"/> \$ 1,489.00	<input type="radio"/> \$ 1,739.00
\$200,001 - \$300,000	<input type="radio"/> \$ 989.00	<input type="radio"/> \$ 1,476.00	<input type="radio"/> \$ 1,726.00	<input type="radio"/> \$ 1,976.00	<input type="radio"/> \$ 2,226.00

**Single Event Coverage**

Single Event/ Show (10 consecutive days or less)	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit	Option 3 \$3,000,000 CGL Limit	Option 4 \$4,000,000 CGL Limit	Option 5 \$5,000,000 CGL Limit
	<input type="radio"/> \$ 181.00	<input type="radio"/> \$ 264.00	<input type="radio"/> \$ 514.00	<input type="radio"/> \$ 764.00	<input type="radio"/> \$ 1,014.00
Event name: _____ Event date(s): _____ / _____ / _____ to _____ / _____ / _____					
Event location: _____					

**COSTS ARE 100% NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS (may vary by state).  
 COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT AND A FULLY COMPLETED ENROLLMENT FORM.  
 NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS  
 RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE.  
 CANCELLATIONS/CHANGEES CAN ONLY BE MADE BY THE NAMED INSURED.**

## CERTIFICATE REQUESTS

Once your enrollment form is approved, you will receive a Certificate of Insurance as evidence that coverage is bound. **Complete this section if you require additional certificates listing a facility, property owner or similar third-party as an additional insured on your policy. Provide a separate request for each additional certificate needed.**

**Note: Please request all additional insureds needed for this policy term. Additional insureds from the expiring policy term will not be automatically renewed.**

1. When is this certificate needed? : \_\_\_\_/\_\_\_\_/\_\_\_\_ Event #: \_\_\_\_\_

2. What is the additional insured's relationship to you?

Owner/manager/lessor of premises (facility or venue)  Sponsor  Co-promoter

Other (please identify/explain): \_\_\_\_\_

NOTE: The certificate holder will automatically be an Additional Insured for an Owner/manager/lessor, Sponsor or Co-Promoter relationship

3. Certificate holder/additional insured name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. Does the certificate holder/additional insured require any special wording or endorsements?  Yes  No

If yes, check all that apply:  CG2026  Primary/noncontributory  Waiver of subrogation

Other (please explain): \_\_\_\_\_

**NOTE: If you are not sure, please attach a copy of the insurance requirements/instructions you've received.**

**If applicable:**

5. For specific events: Date(s) of event/activity: \_\_\_\_/\_\_\_\_/\_\_\_\_

Hours of event/activity: \_\_\_\_\_ A.M./P.M. to \_\_\_\_\_ A.M./P.M.

Type of event/activity: \_\_\_\_\_ Name of event/activity: \_\_\_\_\_

Location of event/activity: \_\_\_\_\_

**The most common delay in certificate processing is caused by providing partial or incorrect name and/or instructions. Please check your request carefully before submitting.**

## COVERAGE EXCLUSIONS

The following notable exclusions are contained in the commercial general liability coverage provided by this program (note: state variations may apply). Abuse, molestation, or exploitation; Any events or activities involving or promoting tobacco or cannabis; Asbestos; Athletic Activity; Body surfing and/or mosh pits; Commercial general liability standard exclusions (CG0001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cyber incident, data compromise, and violation of statutes related to personal data; Employment related practices; Events hosted/organized by the entertainer/performer; Fireworks (However, this exclusion does not apply to flashboxes. As used in this environment, flashboxes means any device used to create a visual effect along with an explosive noise that is induced electronically in a cylinder with no projectile, wadding, or wrapping); Full body art/painting; Fungi or bacteria; Historical battle re-enactments; Hot wax impressions; Lead; Nuclear energy; Ownership of a facility for performances; Personal and advertising injury; Sexually transmitted disease; Silica or silica-related dust; Specified recreational vehicles and activities – Aircraft/hot air balloon; Airport; Amusement device: The ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment, including, but not limited to: mechanical or non-mechanical ride, slide, or water slide (including any ski or tow when used in conjunction with a water slide); inflatable recreational device; or vertical device or equipment used for climbing whether permanently affixed or temporarily erected. This exclusion does not apply to video games or computer games; Animal (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you. However, rabbits, doves, mice, hamsters, non-venomous/non-constricting snakes and dogs weighing less than 15 lbs. are covered for the liability arising out of the insured's operations that include the use of these animals); Bungee; Dunk tank; Haunted attraction; Performer ("bodily injury" or "personal and advertising injury" to any performer or entertainer during any activity, event, or exhibition including, but not limited to, any stunt, concert, show, or theatrical event); Rodeo; Saddle animal; Snowmobile; Throwing of object(s) into the audience during a performance; Use of any substance to paint or apply on the face or body that is not classified as non-toxic and/or manufactured using only FDA compliant ingredients; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Unmanned aircraft; Those operations listed as ineligible: Acrobatic/aerialist performer; Actor or actress; Circus performer; Cosmetologist/beautician; Electronic/techno, hip hop, rap or heavy metal/screamo musical entertainer, performer or DJ; Escape artist; Exotic dancer/stripper; Fire handlers; Group acts or bands; Henna/Mehndi artist; Hypnotist; Jousting; Mascot (college, high school, professional); Model (unless reported to and approved by us); Performer/entertainer under the age of 18; Performer putting on an athletic exhibition; Performer using weapons (live ammunition or sharpened blades); Permanent tattoo and/or body piercing artist; Production/entertainment companies; Public speaker (unless reported to and approved by us); Pyrotechnician; Strength performer; Stunt performer; Touring entertainer/performer

**ATTENTION: AGENTS**

**AGENTS: YOU MUST COMPLETE THE AGENT WARRANTY SECTION BELOW. Enrollments cannot be accepted unless this section is completed.**

Please complete the information below.

Agency name: \_\_\_\_\_ Agent/contact name: \_\_\_\_\_

Agency complete mailing address: \_\_\_\_\_  
Address City State Zip

Agency telephone: (\_\_\_\_) \_\_\_\_\_ Agency fax: (\_\_\_\_) \_\_\_\_\_

Agent/contact e-mail address: \_\_\_\_\_ Tax I.D. \_\_\_\_\_

Agent License #: \_\_\_\_\_

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items.

I understand there are no commissions included in this program unless purchased online at [www.entertainerinsurance-kk.com](http://www.entertainerinsurance-kk.com). A fee may be separately charged, subject to state insurance regulations. Fees cannot be included in the payment remitted to us.

I understand that agents do not have authority to issue binders or a certificate of insurance on behalf of this program.

**Agent signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-328-2317 • Fax 1-260-459-5502**  
**Website [www.kandkinsurance.com](http://www.kandkinsurance.com)**

K&K Insurance Group, Inc. is a licensed insurance producer in all states (FL license #L007299; TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

**Electronic Signature Disclosure and Consent**  
**PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 9**

**Electronic Signature Disclosure and Consent**

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction.

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

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

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

If you **DO NOT** want to be emailed please check here and select your preferred method of document delivery.

- Fax to: \_\_\_\_\_ attn: \_\_\_\_\_
- Mail to: \_\_\_\_\_ attn: \_\_\_\_\_
- \_\_\_\_\_



## COMPENSATION AND REPRESENTATION STATEMENT

**Compensation and Other Disclosure Information:** K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to [warranty@kandkinsurance.com](mailto:warranty@kandkinsurance.com).

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each a "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at [http://www.aon.com/market\\_relationships](http://www.aon.com/market_relationships) for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

### Representation Statement

The undersigned authorized officer of the applicant declares that the statements set forth herein are true to the best of his or her knowledge. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant to the insurer to complete the insurance.

I am aware that accurate reporting is required for premium calculation and that my books and records, as they relate to this coverage, may be examined or audited by the company at any time during the coverage period and up to three years thereafter. I acknowledge that intentional misrepresentation or misreporting may jeopardize coverage and that the company reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided.

**COSTS ARE 100% NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS (may vary by state).**

Applicant name (from page 4): \_\_\_\_\_

Applicant or agent signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

If an agent: Check here to acknowledge you are signing on behalf of the named insured

## IMPORTANT INFORMATION. PLEASE READ.

### Fair Credit Report Act Notice

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us

### Fraud Warning

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or 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. \*Applies in MD only.

**Applicable in CO:** 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.

**Applicable in FL and OK:** 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)\*. \*Applies in FL only.

**Applicable in KS:** 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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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.

**Applicable in KY, NY, OH and PA:** 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 (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY only.

**Applicable in ME, TN, VA and WA:** 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 and denial of insurance benefits. \*Applies in ME only.

**Applicable in MN:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in VT:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Applicable in all other states: 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.

## PAYMENT OPTIONS

Submit a completed enrollment (including signed Representation Statement, page 9) and payment to:

Applicant name: \_\_\_\_\_ Effective date: \_\_\_\_\_

**PAY BY ACH (Bank Account): THIS OPTION IS ONLY AVAILABLE FOR PURCHASES MADE 15 DAYS OR MORE PRIOR TO THE EFFECTIVE DATE**

- **E-mail**    entertainers@kandkinsurance.com  
or
- **Fax**        1-260-459-5502

I (we) authorize K&K Insurance Group to initiate a single electronic debit from the account shown below and have attached a voided copy of the check.

Name on Bank Account: \_\_\_\_\_ Bank Name: \_\_\_\_\_

Draft Amount : \$ \_\_\_\_\_  Checking, or  Savings

Bank Account Routing/Transit Number\* \_\_\_\_\_ Bank Account Number\* \_\_\_\_\_

\*See below for an explanation of where to locate these two sets of numbers on your bank check.

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

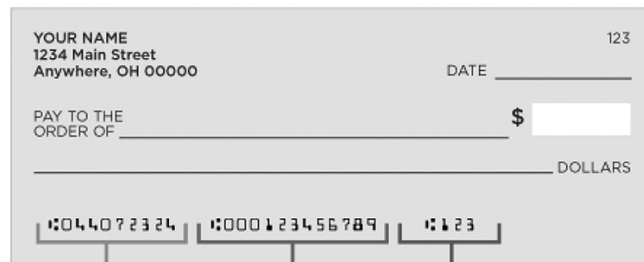
Authorized Signature(s) - (Not required if authorization by phone by K&K)

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

Authorized Signature(s) - (Not required if authorization by phone by K&K)

**EXPLANATION OF CHECK NUMBERS**

1. Bank Routing/Transit Number - This is a nine digit number separated by a bar and a colon |: 123456789 |:
2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully.
3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH.



1. ROUTING NUMBER
2. ACCOUNT NUMBER
3. CHECK NUMBER

**PAY BY CHECK:** (Payable to K&K Insurance Group)

- **Mail**        Regular Mail
  - Overnight Mail
- |                                                                                  |                                                                                 |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| K&K Insurance<br>Event RPG Program<br>P.O. Box 2338<br>Fort Wayne, IN 46801-2338 | K&K Insurance<br>Event RPG Program<br>1712 Magnavox Way<br>Fort Wayne, IN 46804 |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|

**PAY BY CREDIT CARD:**

- **Fax only**    1-260-459-5502
- VISA     MASTERCARD     DISCOVER     AMERICAN EXPRESS

Card number: \_\_\_\_\_

CSC # (card security) code: \_\_\_\_\_ Expiration date: \_\_\_\_\_

I authorize K&K Insurance Group, Inc. to charge my payment to my credit card in the amount of \$ \_\_\_\_\_

Print name (as on card): \_\_\_\_\_

**Cardholder signature:** \_\_\_\_\_

Cardholder phone number: (\_\_\_\_) \_\_\_\_\_

FATCA Notice: Please go to Aon.com/FATCA to obtain appropriate W-9.