



TENANT USER LIABILITY INSURANCE PROGRAM (TULIP) FACILITY UNDERWRITING QUESTIONNAIRE

PROGRAM DESCRIPTION

This insurance program has been designed for owners of U.S. based premises/facilities that are rented or leased to tenants who organize short term special events that meet the following criteria:

- Total attendance is 3,000 or less
- Maximum number of consecutive event days is 10 (not including set-up or tear down)
- Event is held at a single location

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

INELIGIBLE OPERATIONS

Operations not eligible for this program include, but are not limited to the following:

- Activist rallies, marches or literature distribution
- Airshows
- Animal obedience training
- Athletic events and competitions
- Bonfires
- Cinematography and photography for commercial use
- Circuses
- Color party, foam party or raves
- Events and/or concerts – involving rap, hip-hop, alternative or techno/DJ
- Events held on an airport premises
- Events honoring national and/or local celebrities or professional athletes
- Food eating contests
- Fraternity or sorority events (except alumni, association off-site events that have been prior approved by K&K)
- Geocaching events
- Gun and/or knife shows
- Haunted attractions
- Health fairs or shows
- Historical battle reenactments
- In or on water activities
- Mazes (corn, hay or fence)
- Overnight retreats
- Parades
- Political events (except private fundraising auctions, benefits, dances, dinners)
- Pumpkin chuckin events
- Rodeos
- Seances
- Tailgating events (unless reported prior and approved by K&K)
- Tractor pulls
- Union meetings
- Walks/running events

ELIGIBLE OPERATIONS

This following event operations are eligible for this program. If you do not see your event listed, please contact K&K for eligibility.

Class 1 Private Invitation Events	Class 2 Open to the Public Events
<ul style="list-style-type: none"> • Achievement celebrations • Anniversary party • Award banquets or presentations • Baby shower • Banquets • Baptism • Bar mitzvahs or bat mitzvahs • Birthday party • Business dinner, lecture, seminar, meeting, party or banquet • Celebrations (holiday) • Charity or fundraising event (auction, benefit, dance or dinner) • Debuts or debutante balls/proms • Dinners, luncheons or showers • Graduation party • Lectures • Meetings (clubs or business) • Memorial service • Parties (retirement, house, anniversary, engagement or graduation) • Quinceañera • Recitals (dance or musical) • Reunion (class, family or military) • Seminars • Social gatherings or receptions • Wedding ceremony, shower reception or rehearsal dinner 	<ul style="list-style-type: none"> • Auctions (property or real estate) • Bingo games (for charity fundraising only) • Car, RV or boat shows (static displays only) • Celebrations (holiday) • Charity events (auction, benefit, dance or dinner) • Concerts-other than techno/DJ, alternative, rap or hip hop – call for approval • Conventions • Festivals or Fairs (harvest, craft, ethnic, job or art) • Flea market or swap meets • Graduation ceremonies • Lectures or workshops • Pageants • Picnics (no water activity) • Reunions (class, family) • Rummage sales • School band or drill team competitions • School carnivals (no inflatables/rides) • Shows (antique, art, baby, boat, business, consumer, craft or fashion) • Speaking engagements • Stage show (musical, dance or theatrical) • Tours (garden, holiday, parade of homes, historical sites) • Walking tours (garden, holiday, parade of homes, historical sites)

EXCLUSIONS

The following represent only some of the exclusions contained in this policy.

- Abuse, molestation, harassment or sexual conduct
- All operations listed as ineligible
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks-does not apply to structures that are not designed to bounce on, slide on, ride on or tunnel through)
- Animals (injury or death to any animal or injury, death or property damage caused by your animal)
- E-commerce
- Employment-related practices
- Events held at multiple locations (except for weddings)
- Fireworks
- Operations of concessionaires, exhibitors and/or vendors at your event
- Petting zoos
- Room and board liability
- Saddle animals
- Violation of statues that govern emails, faxes, phone calls or other methods of sending materials or information

PROGRAM GUIDELINES

Commercial General Liability Limits of \$1,000,000 to \$5,000,000 available.

- The policy will be issued to the Sports, Leisure and Entertainment Risk Purchasing Group dba: Tenant Users, as endorsed, "name of the facility".
- Coverage applies only when the facility is being rented to and being used by tenants/users/lessees for short term special events that are specifically endorsed to the policy. All events are subject to review and approval by the K&K.
- The tenant/user/lessee are the named insured on the policy. Coverage limits apply separately to each tenant/user/lessee added to the policy. The facility owner/operator is named as an additional insured on the policy at no additional charge.
- An initial deposit from the facility owner/operator will be required in order for this program to be initiated. Each event submitted by the facility will then be credited against the deposit. Additional funds will be required periodically from the facility owner to maintain an adequate deposit balance.
- This is a pre-reporting program. Each tenant/user/lessee is required to complete a questionnaire to apply for liability coverage and the form must be received by K&K prior to the inception of the event. K&K will review the event(s) prior to processing to confirm program eligibility. If the event is eligible, the premium due for the event will be charged against the deposit payment and an endorsement will be issued confirming coverage has been bound and submitted to the facility owner for distribution.
- The expected attendance will determine the premium for each event being held at the facility. Premiums/rates are per event/per total attendance. An event is considered 10 consecutive days or less. Nonconsecutive event days are to be considered separate events.
- Events with attendance greater than 3,000 but less than 12,000 can visit our short term special event program at www.eventinsurance-kk.com to obtain a brochure/application or may contact us at 1-877-648-6404.

TO OBTAIN A QUOTE

COMPLETE THE ATTACHED QUESTIONNAIRE AND SEND VIA:



E-MAIL info@eventinsurance-kk.com



FAX 1-260-459-5502



QUESTIONS Call 1-877-648-6404



WEB For more information or applications view us online at www.kandkinsurance.com



Tenant User Liability Insurance Program (TULIP) Facility Questionnaire

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG membership 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**

GENERAL INFORMATION

Facility/Premises owner (as it should appear on the policy): _____
 (The legal name of the business or organization; typically the name that would appear on any contracts or agreements)

Doing business as (DBA): _____
 (additional names under which the named insured operates)

Mailing address: _____

City: _____ State: _____ Zip: _____

Contact name: _____ Phone: (_____) _____

Cell: (_____) _____ Fax: (_____) _____

E-mail: _____

Website: _____

EVENT INFORMATION

1. Event Information: Estimated number of events to be held annually? _____

2. Indicate the types of events held at facility (check all that apply):

<input type="radio"/> Award presentations	<input type="radio"/> Fairs or festivals	<input type="radio"/> Reunions
<input type="radio"/> Auctions	<input type="radio"/> Flea markets or swap meets	<input type="radio"/> Rummage sales
<input type="radio"/> Banquets	<input type="radio"/> Graduation ceremony	<input type="radio"/> School band or drill team competitions
<input type="radio"/> Bar or bat mitzvahs	<input type="radio"/> Job fairs	<input type="radio"/> School carnivals
<input type="radio"/> Bazaars	<input type="radio"/> Lectures	<input type="radio"/> Shows (antique, art, business, consumer, craft, fashion, flower, garden, home, trade or vacation)
<input type="radio"/> Benefit walks	<input type="radio"/> Meetings	<input type="radio"/> Social gatherings or receptions
<input type="radio"/> Bingo games	<input type="radio"/> Pageants	<input type="radio"/> Speaking engagements
<input type="radio"/> Car, boat, or RV shows (static display only)	<input type="radio"/> Parties (private or open to public)	<input type="radio"/> Theatrical performances/musicals
<input type="radio"/> Concerts – call for approval (Type: _____)	<input type="radio"/> Picnics	<input type="radio"/> Walking tours
<input type="radio"/> Conventions	<input type="radio"/> Poetry readings	<input type="radio"/> Wedding or wedding reception
<input type="radio"/> Debuts or debutante balls	<input type="radio"/> Proms	
<input type="radio"/> Dinners, luncheons or showers	<input type="radio"/> Quinceañeras	
	<input type="radio"/> Recitals (dance or music)	
	<input type="radio"/> Religious events	

3. The facility will automatically be named as an additional insured on the policy. Please indicate the exact language needed to name the facility as an additional insured:

4. Indicate the limit of liability to be quoted: \$1,000,000 \$2,000,000 Other: \$ _____

5. Provide the following:

- Copy of lease/rental agreement, including hold harmless agreement
- A diagram of the facility and surrounding area
- Hard copy loss runs for 4 years prior

FACILITY INFORMATION

Facility	Location 1	Location 2	Location 3
Name of facility			
Address			
Type of facility	<input type="radio"/> Amphitheatre <input type="radio"/> Coliseum <input type="radio"/> Conv. Center <input type="radio"/> Stadium <input type="radio"/> Sports Arena <input type="radio"/> Theatre <input type="radio"/> Other: _____	<input type="radio"/> Amphitheatre <input type="radio"/> Coliseum <input type="radio"/> Conv. Center <input type="radio"/> Stadium <input type="radio"/> Sports Arena <input type="radio"/> Theatre <input type="radio"/> Other: _____	<input type="radio"/> Amphitheatre <input type="radio"/> Coliseum <input type="radio"/> Conv. Center <input type="radio"/> Stadium <input type="radio"/> Sports Arena <input type="radio"/> Theatre <input type="radio"/> Other: _____
Year built			
Square footage/capacity			
# of rooms available for rent			
Construction type	<input type="radio"/> Jointed masonry <input type="radio"/> Frame <input type="radio"/> Non combustible <input type="radio"/> Masonry noncombustible <input type="radio"/> Modified fire resistive <input type="radio"/> Fire resistive	<input type="radio"/> Jointed masonry <input type="radio"/> Frame <input type="radio"/> Non combustible <input type="radio"/> Masonry noncombustible <input type="radio"/> Modified fire resistive <input type="radio"/> Fire resistive	<input type="radio"/> Jointed masonry <input type="radio"/> Frame <input type="radio"/> Non combustible <input type="radio"/> Masonry noncombustible <input type="radio"/> Modified fire resistive <input type="radio"/> Fire resistive
Fire protection type			
Permanent/Temporary seating capacity	Permanent: _____ Temporary: _____	Permanent: _____ Temporary: _____	Permanent: _____ Temporary: _____
Indicate who is responsible for:			
Food/Food sales	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
Alcohol	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
Décor	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
Security	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
Parking	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
Ticket sales	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
Maintenance	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant	<input type="radio"/> Facility <input type="radio"/> Other <input type="radio"/> Subcontractor <input type="radio"/> Tenant
Is a certificate of insurance on file from all subcontractors?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Are parking lots well lit?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Response time (ambulance)	_____ minutes	_____ minutes	_____ minutes
Years of experience (current management)			

TO BE COMPLETED ONLY IF LICENSED INSURANCE AGENT IS SUBMITTING THIS FORM

Agency name _____
 Agency mailing address: _____
 City: _____ State: _____ Zip: _____
 Agent/contact name: _____
 Agency telephone: (_____) _____ Agency fax: (_____) _____
 Agent/contact e-mail address: _____ Tax I.D: _____

Note: Agents do not have authority to issue binders or a certificate of insurance on behalf of this program. A 10% commission is available to licensed agents for this program. Please remit net payment of premium. Commissions will not be calculated on any fees added to the total premium.

AGENTS ONLY

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 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 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 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.

The following exclusions are contained in the commercial general liability coverage provided by this program. Abuse, molestation, harassment or sexual conduct; Aircraft/hot air balloon; Airport; Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, water slide, any inflatable recreation device, any bungee operation or equipment, any vertical device or equipment used for climbing- either permanently affixed or temporarily erected or dunk tank. Amusement device does not include any video arcade or computer games or structures that are not designed to bounce on, slide on, ride on or tunnel through); Animals (injury or death to any animal, or injury, death or property damage caused by an animal owned, rented or hired by you); Asbestos; Commercial general liability standard exclusions (CG0001 04/13 edition); E-commerce consulting; Employment-related practices; Events held outside the United States; Events held at multiple locations (except for weddings); Events with over 12,000 in total attendance; Fireworks; Fungi or bacteria; Lead; Nuclear energy liability; Operations of concessionaires, exhibitors and/or vendors at your event; Performers; Petting zoos; Room and board liability; Saddle animals; Snowmobile; Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information; Those operations listed as ineligible: Activist rallies, marches or literature distribution; Airshows; Animal obedience training; Athletic events and competitions; Bonfires; Cinematography and photography for commercial use; Circuses; Color party, foam party or raves; Events and/or concerts - involving rap, hip-hop, alternative or techno/DJ; Events held on an airport premises; Events honoring national and/or local celebrities or professional athletes; Food eating contests; Fraternity or sorority events (except alumni, association off-site events that have been prior approved by K&K); Geocaching events; Gun and/or knife shows; Haunted attractions; Health fairs or shows; Historical battle reenactments; In or on water activities; Mazes (corn, hay or fence); Events involving any motorized vehicle(s) in, or while in practice for, or while being prepared for, or while qualifying for, or while testing for any racing, speed, demolition, distance, or stunting activity; Overnight retreats; Parades; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chuckin events; Rodeos (any rodeo activity including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding); Seances; Tailgating events (unless reported prior and approved by K&K) Tractor pulls; Union meetings, Walks/running events.

READ AND SIGN

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

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. K&K reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance contract.

Compensation and Other Disclosure Information: K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the 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.

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 for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

Applicant or agent signature: _____ **Date:** _____

Printed name: _____ **Title:** _____

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

Named Insured (from page 3): _____

IMPORTANT INFORMATION. PLEASE READ AND SIGN.