

PROGRAM DESCRIPTION

This program has been designed to meet the unique needs of a U.S.-based independent instructor of the arts or sciences. Coverage provided includes important liability protection for liability claims arising out of their operations.

Please note, this program does not provide liability coverage for the operation, ownership or management of a facility.

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

INELIGIBLE OPERATIONS

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

- Instructors under the age of 18
- Sports, fitness and/or dance related instructor activities*
- Your employment as an exempt or non-exempt employee of a school, college or university
- Instruction involving use of power tools, unmanned aircrafts, and/or combustion

* Coverage for sports, fitness and/or dance instructors can be purchased online at www.kandkinsurance.com.

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 (eg: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- Communicable disease
- Digital photography and/or art (outdoor instruction)
- Employment-related practices
- Fireworks
- Non-instructional events/activities, unless reported and approved by us
- Operation, ownership or management of a facility
- Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information

ELIGIBLE OPERATIONS

A U.S.-based instructor age 18 or older who conducts private or group instruction for any of the following is eligible to enroll in this program:

- Amateur youth robotics (instruction of grades 8 and below only)
- Artistic painting
- Clay work and/or pottery
- Craft making
- Culinary (chef, baker)
- Debate instructor
- Digital photography and/or art (classroom setting only)
- Drama
- Drawing
- Instrumental music (brass, percussion, string, piano, keyboard and/or organ, woodwind)
- Language
- Math
- Sculpting
- STEM (instruction of grades 8 and below only)
- Vocals

EASY WAYS TO ENROLL FOR COVERAGE



WEB For information and applications, visit us on-line at www.shoffdarby.com/entertainment

OR

Submit this enrollment form to Shoff Darby



E-MAIL ent@shoffdarby.com



FAX 1-203-445-2137



MAIL Shoff Darby Companies, Inc.
488 Main Avenue, 3rd Floor
Norwalk, CT 06851



QUESTIONS Call **1-800-840-7762**

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.

COVERAGE AND LIMITS

Coverages	Option 1	Option 2	Option 3	Option 4	Option 5
Commercial General Liability (CGL):	Limits	Limits	Limits	Limits	Limits
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	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Legal Liability to Participants	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Professional 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
Cost (per instructor)	\$ 155.00	\$ 225.00	\$ 475.00	\$ 725.00	\$ 975.00

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

Coverage provided under this program includes:

Commercial General Liability with Broadening Endorsement – coverage which protects the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations and personal and advertising injury.

Legal Liability to Participants – coverage which offers protection against bodily injury liability claims brought by persons participating in covered activities of your art or science instruction.

Professional Liability – provides protection against claims that arise out of the rendering or failure to render: instruction, demonstration, direction and/or advice relating to the arts or sciences.

FREQUENTLY ASKED QUESTIONS

1. How soon does coverage start? When will I 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.

insured status, they are now entitled to defense and indemnity (if policy limits have not been exhausted) under your policy with no responsibility for premium payments.

You may add an entity as an additional insured under the certificate request section of the enrollment form.

2. When should I make my 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 existing coverage. Coverage will be in effect for one year.

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

Coverage offered under this program is 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 will receive 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: Shoff Darby Companies, Inc., 488 Main Avenue, 3rd Floor, Norwalk, CT 06851.

3. I have been asked by a third party to add them as an “additional insured” to my policy. What does this mean?

An additional insured is an entity which has an insurable interest for claims arising out of your negligence as the named insured. By providing an entity additional

Shoff Darby Enrollment Form - Independent Instructor of the Arts or Sciences Companies, Inc.

Valid for effective dates from 4/1/21 through 3/31/22

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 3-7) with payment**

GENERAL INFORMATION	<input type="radio"/> I am a new account <input type="radio"/> I am renewing my coverage
	Instructor's name (as it should appear on the policy): _____ <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 10%;"> First name Last name </div>
	Doing business as (DBA): _____ <small>(additional name(s) under which the named insured operates)</small>
	Mailing address: _____
	City: _____ State: _____ Zip: _____
	Contact name: _____ Phone: (_____) _____
	Cell: (_____) _____ Fax: (_____) _____
	E-mail: _____ Website: _____
	<small>(By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 5 of the application for Electronic Disclosure and Consent)</small>

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.)
	<input type="radio"/> Start my coverage on this date: ____ / ____ / ____

BUSINESS INFORMATION	1. Type of instructor: (check all that apply)
	<input type="radio"/> Amateur youth robotics (instruction of grades 8 and below only) <input type="radio"/> Debate instructor <input type="radio"/> Language
	<input type="radio"/> Artistic painting <input type="radio"/> Digital photography and/or art (classroom setting only) <input type="radio"/> Math
	<input type="radio"/> Clay work and/or pottery <input type="radio"/> Drama <input type="radio"/> Sculpting
	<input type="radio"/> Craft making <input type="radio"/> Drawing <input type="radio"/> STEM (instruction of grades 8 and below only)
	<input type="radio"/> Culinary <input type="radio"/> Instrumental music <input type="radio"/> Vocals
2. Are you 18 or older? <input type="radio"/> Yes <input type="radio"/> No	
3. Do you own or operate your own arts, music or science facility and/or have employees/volunteers? <input type="radio"/> Yes <input type="radio"/> No <small>(If yes, please note this program only provides coverage for your operations as an individual instructor. It does not extend to your employees or anyone performing instruction or training on your behalf, nor does it apply to the operation of a facility.)</small>	
4. Are you employed as an exempt or non-exempt employee of a school college, or university? <input type="radio"/> Yes <input type="radio"/> No <small>(If yes, please note this program does not provide coverage for your instruction as employment as an exempt or non-exempt employee of a school, university or college)</small>	
5. Do you conduct operations outside the U.S.? <input type="radio"/> Yes <input type="radio"/> No If yes, <ul style="list-style-type: none"> • How many times per year do you instruct outside of the U.S.? _____ • What is the maximum number of days you will spend outside the U.S. for instruction? _____ 	
<p>Note: Coverage applies only if your responsibility to pay damages is determined in a suit brought in the U.S.</p>	

Select an option:

Options	Limits of Liability	1-Year Premium
Option 1	\$ 1,000,000	<input type="radio"/> \$ 155.00
Option 2	\$ 2,000,000	<input type="radio"/> \$ 225.00
Option 3	\$ 3,000,000	<input type="radio"/> \$ 475.00
Option 4	\$ 4,000,000	<input type="radio"/> \$ 725.00
Option 5	\$ 5,000,000	<input type="radio"/> \$ 975.00

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

COSTS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERABLE ONCE COVERAGE BEGINS. 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/CHANGES CAN ONLY BE MADE BY THE NAMED INSURED.

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? : ____/____/____

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 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: ____/____/____ to ____/____/____

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.

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, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement devices do not include any video or computer games); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Asbestos; Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable disease; Digital photography and/or art (outdoor instruction); Employment-related practices; Fireworks; Fungi or bacteria; Haunted attractions; Lead; Non-instructional events/activities, unless reported and approved by us; Nuclear energy liability; Operation, ownership or management of a facility; Performers; Rodeos; 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: Instructors under the age of 18; Instruction involving use of power tools, unmanned aircrafts, and/or combustion; Sports, fitness, and/or dance related instructor activities; Your operations related in whole or in part, to your employment as an exempt or non-exempt employee of a school, college or university; STEM programs/activities/events for grades 9 and above; Robotic programs/activities/events for grades 9 and above.

**Electronic Disclosure and Consent and Warranty
PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 6**

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.

Shoff Darby Companies, Inc. (Shoff), 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 Shoff, 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: Shoff Darby Companies, Inc., 488 Main Avenue, 3rd Floor, Norwalk, CT 06851.
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 Shoffdarby.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: _____

Warranty 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. 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. We reserve 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.

Applicant name (from page 3): _____

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

Printed name: _____ **Title:** _____

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

AGENTS: YOU MUST CONTINUE TO NEXT PAGE AND COMPLETE AGENT WARRANTY SECTION
Enrollments cannot be accepted unless this section is completed

Applicable in AL

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Applicable in AR, LA, MD, 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 DC

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Applicable in FL

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.

Applicable in KY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

Applicable in ME, TN, 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 NM

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

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 NY

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

Applicable in OH

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in OK

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

Applicable in 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.

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 VA

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

FRAUD APPS (2019/11)

Payment Method

Once your application has been approved we will email you the payment link for confirmation of the premium due. You will then have the option to pay by e-check or credit card. We will be notified when the payment has been made and will issue your certificate and email that to you as well.

If you do not have email access, please mail your application to us with a check or money order payment made payable to Shoff Darby Companies. Please provide contact information so we can confirm acceptance of the application and that the proper payment has been received.

AGENTS:

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. _____

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, I will provide reasonably satisfactory evidence of all of the above mentioned items.

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

Agent signature: _____ **Date:** _____