

PROGRAM DESCRIPTION

This program has been designed to meet the unique needs of a U.S.-based independent instructor of the arts. 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 an art or music facility.

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:

- Instructors under the age of 18
- Sports, fitness or dance related instructor activities*
- Your employment as an exempt or non-exempt employee of a school, college or university

* Coverage for sports, fitness or dance instructors can be purchased online or by contacting us for additional information.

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)
- 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 an art or music 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:

- Artistic painting
- Clay work and/or pottery
- Craft making
- Culinary (chef, baker)
- Digital photography and/or art (classroom setting only)
- Drama
- Drawing
- Instrumental music (brass, percussion, string, woodwind)
- Language
- Piano, keyboard and/or organ
- Public speaking
- Sculpting
- 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.
100 Technology Drive, Suite 200
Trumbull, CT 06611



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

Refer to page 4 for \$4,000,000 CGL premium rates (Option 5)

Coverages	Option 1	Option 2	Option 3	Option 4	Option 6
Commercial General Liability (CGL):	Limits	Limits	Limits	Limits	Limits
Each Occurrence	\$ 500,000	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 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	\$ 500,000	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 5,000,000
Personal and Advertising Injury	\$ 500,000	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 5,000,000
Legal Liability to Participants	\$ 500,000	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 5,000,000
Professional Liability	\$ 500,000	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 5,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 500,000	\$ 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)	\$ 127.00	\$ 155.00	\$ 225.00	\$ 475.00	\$ 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 music 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.

FREQUENTLY ASKED QUESTIONS

1. 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.

2. When should we 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 existing coverage. Coverage will be in effect for one year.

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 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. Please make sure to check the box in the certificate request area noted “additional insured”, and provide their entire name, address and relationship to you.

4. Will we 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., 100 Technology Drive, Suite 200, Trumbull, CT 06611.

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 3-6) 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: 0 auto;"> First name Last name </div>
	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 5 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.)
	<input type="radio"/> Start my coverage on this date: ____ / ____ / ____

BUSINESS INFORMATION	1. Type of instructor: (check all that apply)
	<input type="radio"/> Artistic painting <input type="radio"/> Drama <input type="radio"/> Piano, keyboard and/or organ
	<input type="radio"/> Clay work and/or pottery <input type="radio"/> Drawing <input type="radio"/> Public speaking
	<input type="radio"/> Craft making <input type="radio"/> Instrumental music <input type="radio"/> Sculpting
	<input type="radio"/> Culinary <input type="radio"/> Language <input type="radio"/> Vocals
	<input type="radio"/> Digital photography and/or art (classroom setting only)
	2. Are you 18 or older? <input type="radio"/> Yes <input type="radio"/> No
	3. Do you own or operate your own arts/music facility and/or have employees/volunteers? <input type="radio"/> Yes <input type="radio"/> No (If yes, this program only provides coverage for your operations as an 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.)
	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
	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? _____

Note: Coverage applies only if your responsibility to pay damages is determined in a suit brought in the U.S.

Select an option:

Options	Limits of Liability	1-Year Premium
Option 1	\$ 500,000	<input type="radio"/> \$ 127.00
Option 2	\$ 1,000,000	<input type="radio"/> \$ 155.00
Option 3	\$ 2,000,000	<input type="radio"/> \$ 225.00
Option 4	\$ 3,000,000	<input type="radio"/> \$ 475.00
Option 5	\$ 4,000,000	<input type="radio"/> \$ 725.00
Option 6	\$ 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 ONCE COVERAGE BEGINS. COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT. NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE.

You will receive a certificate showing that coverage has been bound. Complete this section to request additional certificates. Provide separate requests for each additional certificate needed.

Note: Additional insureds are not automatically provided/issued per previous policy terms. You will need to request Additional Insureds that are needed for this policy term below.

Check the type of certificate you are requesting: Additional insured Evidence of coverage

Certificate holder information:

Entity name: _____
 Mailing address: _____
 City: _____ State: _____ Zip: _____

Relationship to named insured:

Owner/lessor of premises Sponsor Co-promoter
 Other (please identify/explain): _____

Other than being named on the certificate as an additional insured or certificate holder, does the person or organization require any special wording or endorsements? Yes No

If yes, check all that apply (**Check your request carefully before submitting. The most common delay in certificate processing is caused by providing a partial or incorrect name and/or instructions.**)

Form CG2026 Primary endorsement Waiver of subrogation
 Other (please explain): _____

Date certificate needed: _____ / _____ / _____

If applicable:

For specific event:

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 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); 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 an art or music 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; Sports, fitness 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.

**Warranty, Compensation & Electronic Disclosure and Consent
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 logging onto this website, or by mailing a written notice to: Shoff Darby Companies, Inc., 100 Technology Drive, Suite 200, Trumbull, CT 06611.
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 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. Please select preferred method for document delivery. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

<input type="radio"/> E-mail to: _____	attn: _____
<input type="radio"/> Fax to: _____	attn: _____
<input type="radio"/> 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. The information I provided on this enrollment form becomes a part of the insurance contract.

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

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, 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 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.

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.