

### PROGRAM DESCRIPTION

This program has been designed for U.S.-based performing groups who work on an independent contractor basis entertaining at events and performances. Coverages provided include important protection for the performing group for liability claims arising out of their operations.

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

- All groups must have a least one member or representative who is at least 18 years of age
- Annual gross income from the performing group activities cannot exceed \$500,000
- No more than 30 members in a performing group

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

### INELIGIBLE OPERATIONS/MUSIC GENRES

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

- Acrobatic/aerialist performers
- Actors or actresses
- Bands and groups with music genres of electronic/techno, hip hop, rap and heavy metal/screamo
- Circus performers
- Cosmetologists/Beauticians
- Escape artists
- Exotic dancers/strippers
- Henna/Mehndi artists
- Historical battle re-enactment groups
- Hypnotists
- Instruction of other individuals for a fee
- Jousters
- Mascots (college, high school, professional)
- Models
- Performers putting on an athletic exhibition
- Performers using weapons (live ammunition or sharpened blades)
- Permanent tattoo and/or body piercing artists
- Production/entertainment companies
- Public speakers
- Pyrotechnicians
- School accredited/sponsored programs, bands and/or performing groups
- Strength performers
- Stunt performers
- Touring bands and/or groups

### ELIGIBLE OPERATIONS/MUSIC GENRES

Operations:

- Balloon artists
- Belly dancers
- Caricature sketching artists
- Celebrity look-alikes
- Choral group\*
- Clowns
- Comedians
- Conductors
- Contortionists
- DJ's/ KJ's\*
- Drum corp/bugle corp\*
- Face/body painters (FDA approved/compliant paint only)
- Holiday characters
- Impersonators
- Impressionists
- Jugglers
- Magicians
- Mimes
- Musical ensemble (quartet, duo, instrumental)
- Musicians, singers or vocalists\*
- Non-touring bands (tribute, wedding, garage)\*
- Poets
- Psychics/fortune tellers
- Puppeteers
- Story tellers
- Ventriloquists
- Western performers
- Yodelers

\*Eligible/Approved Music Genres:

- Big band
- Bluegrass
- Blues
- Classical
- Country
- Ethnic/world
- Folk
- Jazz
- Oldies
- Pop/soft rock
- R&B
- Religious/gospel
- Swing

Other genres are subject to underwriting approval.

### EASY WAYS TO ENROLL FOR COVERAGE



**WEB** For information and applications, visit us on-line at [www.shoffdarby.com/entertainment](http://www.shoffdarby.com/entertainment)

**OR**

Submit this enrollment form, with payment, to Shoff Darby



**E-MAIL** [ent@shoffdarby.com](mailto: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**

## COVERAGE AND LIMITS

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
Legal Liability to Participants	\$ 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)	Excluded	Excluded	Excluded	Excluded	Excluded
Medical Payments for Participants (\$0 deductible)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>Annual Rates</b> (based on annual gross income)					
\$ 30,000 or less	\$ 555.00	\$ 825.00	\$ 1,075.00	\$ 1,325.00	\$ 1,575.00
\$ 30,001 - \$100,000	\$ 1,097.00	\$ 1,638.00	\$ 1,909.00	\$ 2,159.00	\$ 2,409.00
\$100,001 - \$200,000	\$ 1,637.00	\$ 2,448.00	\$ 2,854.00	\$ 3,104.00	\$ 3,354.00
\$200,001 - \$300,000	\$ 2,178.00	\$ 3,260.00	\$ 3,800.00	\$ 4,125.00	\$ 4,375.00
\$300,001 - \$400,000	\$ 2,719.00	\$ 4,071.00	\$ 4,747.00	\$ 5,153.00	\$ 5,450.00
\$400,001 - \$500,000	\$ 3,260.00	\$ 4,883.00	\$ 5,694.00	\$ 6,181.00	\$ 6,537.00
<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 administration fee.

**Commercial General Liability with Broadening Endorsement** – coverage that protects the insured against liability claims for bodily injury and property damage arising out of their operations. Additional or broadening coverages added with the broadening endorsement are:

- Expected or intended injury resulting from the use of reasonable force to protect persons or property
- Non-owned watercraft – extended to 58 feet
- Supplementary payments - \$2,500 bail bonds, \$500 a day loss of earnings
- Knowledge or Notice of Occurrence
- Waiver of right of recovery
- Bodily injury definition expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- Damage to Premises Rented to You – the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers
- Additional coverages:
  - Emergency Real Estate Consultant Fee - \$25,000
  - Identify Theft Exposure (for directors or officers) - \$25,000
  - Key Individual Replacement Cost - \$50,000
  - Lease Cancellation Moving Expense - \$2,500
  - Temporary Meeting Place - \$25,000
  - Terrorism Travel Reimbursement (for directors or officers)- \$25,000
  - Workplace Violence Counseling - \$25,000

**Legal Liability to Participants** – 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. This coverage is primary. Participant means: any person involved in audience participation or an interactive component of an insured's performance or entertainment activity. Participant does not include the named insured or a spectator.

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 coverages 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.

## EXCLUSIONS

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

- Reenactment performances/activities involving boats and/or activities held on or in water
- Abuse, molestation, harassment or sexual conduct
- 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 4 for limited small animals coverage)
- Asbestos
- Body surfing and/or mosh pits
- Communicable disease
- Employment-related practices
- Events hosted/organized by the performing group
- Fireworks (exclusion does not apply to flashboxes)
- Full body art/painting
- Fungi or bacteria
- Haunted attractions
- Historical battle reenactments
- Hot wax impressions
- Lead
- Nuclear energy
- Ownership of an owned facility for performances
- Personal and advertising injury
- 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
- Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information

## OPTIONAL COVERAGE AVAILABLE

### Sexual Abuse or Sexual Molestation Liability OR

### Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement

This program includes two options for coverage for claims arising out of sexual abuse or sexual molestation:

- Option 1: \$1,000,000 of liability coverage for sums the insured becomes legally obligated to pay as damages because of loss arising out of any actual or threatened sexual abuse or sexual molestation. This limit is part of, not in addition to, the general liability limit selected.
- Option 2: \$100,000 of coverage for reimbursement of defense costs only resulting from claims arising out of abuse, molestation, harassment or sexual conduct.

Coverage Conditions:

1. Coverage is contingent upon completion, as well as review and approval from us, of the underwriting questions found on page 7.
2. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your group with our Bands and Performing Groups RPG Insurance Program.
3. Only one option may be purchased.

Rates		
Options	Annual Gross Income	Rate
<b>Option 1</b> - \$1,000,000 Sexual Abuse or Sexual Molestation Liability	\$30,000 or less	\$ 150.00
	\$30,001 - \$100,000	\$ 216.00
	\$100,001 - \$200,000	\$ 324.00
	\$200,001 - \$300,000	\$ 433.00
	\$300,001 - \$400,000	\$ 541.00
	\$400,001 - \$500,000	\$ 649.00
	Single Event	\$ 150.00
<b>Option 2</b> - \$100,000 Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement	\$1.00 - \$500,000	\$ 100.00
	Single Event	\$ 100.00

## FREQUENTLY ASKED QUESTIONS

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

For coverage to extend to all members of the group, it is important to provide the full and/or legal name of the group. If performing under a stage or another 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. What does annual gross income mean?

Annual gross income is the total revenue received before any deductions or allowances, as for cost of goods sold, taxes, etc.

### 6. 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.

### 7. 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.

### 8. 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: Shoff Darby Companies, Inc., 488 Main Avenue, 3rd Floor, Norwalk, CT 06851.

# Shoff Darby Enrollment Form - Bands and Performing Groups

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 5-11) with payment**

<b>GENERAL INFORMATION</b>	<input type="radio"/> I am a new account <span style="margin-left: 200px;"><input type="radio"/> I am renewing my coverage</span>
	Full legal name of business: _____
	Note: This is the name that will appear on your Certificate of Insurance. If your company is a Sole Proprietorship, then this will be your personal name or DBA.
	Applicant is a: <input type="radio"/> Sole Proprietorship <input type="radio"/> Limited Liability Co. <input type="radio"/> Corporation <input type="radio"/> Partnership
	<input type="radio"/> Other (describe): _____
	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 9 of the application for Electronic Disclosure and Consent)	

<b>DATES</b>	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: _____ / _____ / _____

<b>BUSINESS INFORMATION</b>	1. Type of entertainers/performers/bands (check all that apply)		
	<input type="radio"/> Balloon artists	<input type="radio"/> Contortionists	<input type="radio"/> Mimes
	<input type="radio"/> Band (tribute, wedding, garage)	<input type="radio"/> DJ's or KJ's	<input type="radio"/> Musical ensemble (quartet, duo, instrumental)
	<input type="radio"/> Belly dancers	<input type="radio"/> Drum corp	<input type="radio"/> Poets
	<input type="radio"/> Bugle corp (instrumental)	<input type="radio"/> Face/body painters	<input type="radio"/> Psychics/fortune tellers
	<input type="radio"/> Caricature sketching artists	<input type="radio"/> Holiday characters	<input type="radio"/> Puppeteers
	<input type="radio"/> Celebrity look-alikes	<input type="radio"/> Impersonators	<input type="radio"/> Story tellers
	<input type="radio"/> Choral group	<input type="radio"/> Impressionists	<input type="radio"/> Ventriloquists
	<input type="radio"/> Clowns	<input type="radio"/> Jugglers	<input type="radio"/> Western performers
	<input type="radio"/> Comedians	<input type="radio"/> Magicians	<input type="radio"/> Yodelers
<input type="radio"/> Other - subject to approval (please describe): _____			
2. If applicable, the type of music genres performed and the % of each			
Big band _____%	Ethnic/world _____%	Pop/soft rock _____%	
Bluegrass _____%	Folk _____%	R&B _____%	
Blues _____%	Jazz _____%	Religious/gospel _____%	
Classical _____%	Oldies _____%	Swing _____%	
Country _____%	Other (please describe): _____ %		
3. Type of venues where group performs and the % at each (check all that apply):			
<input type="radio"/> Auditoriums _____%	<input type="radio"/> Nightclubs _____%	<input type="radio"/> Reception halls _____%	
<input type="radio"/> Bars _____%	<input type="radio"/> Outdoor venues _____%	<input type="radio"/> Schools/universities _____%	
<input type="radio"/> Other (please describe): _____ %			

4. Do you own or operate your own facility?  Yes  No

(If yes, this program only provides coverage for your operations as a band or performing group. It does not extend to the operation of the facility.)

5. Are any of the events where the group performs part of a promoted tour?  Yes  No

6. Does your annual gross income exceed \$500,000?  Yes  No

7. Do you have more than 30 members in the performing group?  Yes  No

8. Is at least one member or representative of the group 18 or older?  Yes  No

9. 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 days you will spend outside the U.S. for performances? \_\_\_\_\_

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

10. Do your performances include any of the following:  Yes  No

- Reenactment performances/ activities involving boats and/or activities held on or in water
- Animals\* (see FAQ on pg 4)
- Athletic activity
- Body surfing/mosh pits
- Circus act
- Fireworks/pyrotechnics
- Full body art/painting
- Hot wax impressions
- Hypnotism
- Stunts and/or strength acts
- Throwing of object(s) into the audience during a performance
- Weapons (live ammunition/sharpened blades)
- Use of any substance to paint or apply on the face or is not classified as non-toxic and/or manufactured using only FDA compliant ingredients
- Permanent tattoos or body piercing

**Note: The exposures/activities listed above are not covered by this program and any resulting claims will be denied.**

**Please check the option you are seeking**

**Annual Coverage**

Annual Gross 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"/> \$ 555.00	<input type="radio"/> \$ 825.00	<input type="radio"/> \$ 1,075.00	<input type="radio"/> \$1,325.00	<input type="radio"/> \$1,575.00
\$ 30,001 - \$100,000	<input type="radio"/> \$1,097.00	<input type="radio"/> \$1,638.00	<input type="radio"/> \$1,909.00	<input type="radio"/> \$2,159.00	<input type="radio"/> \$2,409.00
\$100,001 - \$200,000	<input type="radio"/> \$1,637.00	<input type="radio"/> \$2,448.00	<input type="radio"/> \$2,854.00	<input type="radio"/> \$3,104.00	<input type="radio"/> \$3,354.00
\$200,001 - \$300,000	<input type="radio"/> \$2,178.00	<input type="radio"/> \$3,260.00	<input type="radio"/> \$3,800.00	<input type="radio"/> \$4,125.00	<input type="radio"/> \$4,375.00
\$300,001 - \$400,000	<input type="radio"/> \$2,719.00	<input type="radio"/> \$4,071.00	<input type="radio"/> \$4,747.00	<input type="radio"/> \$5,153.00	<input type="radio"/> \$5,450.00
\$400,001 - \$500,000	<input type="radio"/> \$3,260.00	<input type="radio"/> \$4,883.00	<input type="radio"/> \$5,694.00	<input type="radio"/> \$6,181.00	<input type="radio"/> \$6,537.00

**Single Event Coverage** (10 consecutive days or less)

Single Event/Show	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: \_\_\_\_\_

**Sexual Abuse or Sexual Molestation Liability Coverage OR  
Abuse, Molestation or Harassment or Sexual Conduct Defense Cost Reimbursement**

Coverage is contingent upon underwriting review and approval of the following questionnaire.

**Check here and skip this section if you do not want this coverage option**

1. Does your organization currently have employees, volunteers or independent contractors?  Yes  No  
The term "Volunteers" means someone, including parent volunteers, who exerts control over or supervises participants.
2. Have any claims, allegations or charges of abuse, molestation or sexual misconduct been made against you or your organization or anyone working on behalf of your organization?  Yes  No  
If yes, please explain: \_\_\_\_\_
3. Are you aware of any occurrences that could lead to a claim?  Yes  No  
If yes please explain: \_\_\_\_\_
4. Do you, your organization or sanctioning/governing body have written procedures in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct?  Yes  No  
If yes:
  - a. Do the procedures require that known or suspected abuse incidents must be reported to law enforcement?  Yes  No
  - b. Are written procedures provided or available to each employee, volunteer, independent contractor or sanctioning/governing body member?  Yes  No
  - c. Does your written plan include reasonable procedures to limit one-on-one interactions between a minor and an adult (who is not the minor's legal guardian) to those that are observable by another adult and within an interruptible distance, except under emergency circumstances?  Yes  No
5. Please complete the following questions regarding employee, volunteer, or independent contractor screening controls used by your organization.

Check here and skip the chart below if you have no employees, volunteers, or independent contractors

Please Complete All Questions <small>The term "Volunteers/Independent contractors" in the following questions means someone who exerts control over or supervises participants.</small>	Employees (Check Here if No Employees <input type="radio"/> )	Volunteers/Independent contractors (Check Here if No Volunteers/Independent contractors <input type="radio"/> )
Are employee/volunteer applications required? If yes, does the application include questions about whether the individual has ever been convicted for any crime involving physical violence or sex related offenses? If yes and applicant checks yes, do you reject the applicant?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<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 background checks provided by a third party vendor/service? If yes, do you reject an applicant with any history of physical violence or sex related offenses?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No

Please explain any "No" responses to questions asked in #5: \_\_\_\_\_

6. Please select Option 1 or 2 below and complete

Rates (based on annual gross income/single event) - Choose one option		
Options	Annual Gross Income	Rate
<input type="radio"/> <b>Option 1 - \$1,000,000 Sexual Abuse or Sexual Molestation Liability</b>	\$30,000 or less	<input type="radio"/> \$ 150.00
	\$30,001 - \$100,000	<input type="radio"/> \$ 216.00
	\$100,001 - \$200,000	<input type="radio"/> \$ 324.00
	\$200,001 - \$300,000	<input type="radio"/> \$ 433.00
	\$300,001 - \$400,000	<input type="radio"/> \$ 541.00
	\$400,001 - \$500,000	<input type="radio"/> \$ 649.00
	Single Event	<input type="radio"/> \$ 150.00
<input type="radio"/> <b>Option 2 - \$100,000 Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement</b>	\$1.00 - \$500,000	<input type="radio"/> \$ 100.00
	Single Event	<input type="radio"/> \$ 100.00

OPTIONAL COVERAGES PREMIUM CALCULATIONS

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.**

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. Reenactment performances/activities involving boats and/or activities held on or in water, 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. 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); Asbestos; Body surfing and/or mosh pits; Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable disease; Employment-related practices; Events hosted/organized by the performing group; Fireworks (However, this exclusion does not apply to flashboxes. As used in this environment, flashboxes means a device used to create a visual effect along with an explosive noise and is induced electronically in a cylinder with no projectile, wadding or wrapping); Full body art/painting; Fungi or bacteria; Groups with more than 30 members; Groups without one member who is at least 18 years old; Haunted attractions; Hot wax impressions; Lead; Nuclear energy liability; Ownership of an owned facility for performances; Personal and advertising injury; Performer (Injury or death to any performer or entertainer during any activity, event or exhibition including but not limited to any stunt, concert, show or theatrical event.); Rodeos; Saddle animals; 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; Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information; Those operations listed as ineligible: Acrobatic/aerialist performers; Actors or actresses; Bands and groups with music genres of electronic/techno, hip hop, heavy metal/screamo and rap; Circus performers; Cosmetologists/beauticians; Escape artists; Exotic dancers/strippers; Henna/Mehndi artists; Historical battle re-enactment groups and/or events; Hypnotists; Instruction of other individuals for a fee; Jousts; Mascots (college, high school, professional); Models; Performers putting on an athletic exhibition; Performers using weapons (live ammunition or sharpened blades); Permanent tattoo and/or body piercing artists; Production/entertainment companies; Public speakers; Pyrotechnicians; School accredited/sponsored programs; bands and/or performing groups; Strength performers; Stunt performers; Touring bands and/or groups



Total Liability Premium (from page 6)	\$	(A)
Optional Coverage		
Sexual Abuse/Sexual Molestation Premium: (from page 7) <input type="radio"/> \$100,000 Defense Reimbursement Only OR <input type="radio"/> \$1,000,000 Liability Limit	\$	(B)
<b>Total Cost Due</b> (add lines A + B)	\$	

**Electronic Disclosure and Consent and Warranty**  
**PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 10**

**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 (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 [www.shoffdarby.com](http://www.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: \_\_\_\_\_
- \_\_\_\_\_

**READ AND SIGN.**

**IMPORTANT INFORMATION.**

**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 5): \_\_\_\_\_

**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 BELOW AND COMPLETE AGENT WARRANTY SECTION**  
**Enrollments cannot be accepted unless this section is completed**

**AGENT INFORMATION**

**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:** \_\_\_\_\_

**PAYMENT INFO**

**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.

**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)

**COSTS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE 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/CHANGED CAN ONLY BE MADE BY THE NAMED INSURED.**