

COMMERCIAL INSURANCE PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT



3750 Industrial Ave, Ste E
 Rolling Meadows, IL 60008
 Phone: 619-391-1851
 email:accountservices@agile-pf.com

Quote # _____

Contract will be assigned to AGILE PREMIUM FINANCE
 A Division of Valley National Bank

Borrower (Insured): Name and Address as stated in Policy	Agency
Test Loan 123 Main St Detroit, MI- 94931 [123] 456-7890 Taxpayer ID #:	MW TEST AGENCY 1234 Main St San Diego, CA- 92101 Agency ID:

Schedule of Policies

Coverage Type	Policy Number	Effective Date	Policy Term	Policy Subject to Audit	MEP	Days to Cancel	Short Rate	Premium	Insurance Company Managing General Agency
General Liability	TBD	11/22/2023			20%	10		Premium: \$1,000.00 Taxes/Stamp: \$100.00 Fees: \$100.00	

Additional Policies are listed on the attached Schedule of Policies (if any)

Federal Truth in Lending Disclosures

Total Premiums	Down Payment	Unpaid Premium Balance	Florida Doc Stamp Tax <small>Applicable in Florida Only</small>	Amount Financed <small>The amount of credit provided to you or on your behalf</small>	Finance Charge <small>The dollar amount the credit will cost you</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled</small>
\$1,200.00	\$\$280.00	\$1,400.00		\$1,400.00		\$\$18,947.70
Annual Percentage Rate <small>The cost of interest on the loan as a yearly percentage</small>			Payment Amount	Number of Payments	Date of First Payment	Due Date of All Subsequent Payments
2000%			\$1,866.77	10	12/22/2023	22nd

The finance charge will begin to accrue on the earliest policy effective date shown above or on attached schedule.

Promise to Pay: In return for the payment(s) that Agile Premium Finance has advanced to pay my insurance policy or policies listed in this agreement, I promise to make monthly payments as shown in this agreement. I will make these monthly payments until I have paid the full amount advanced me or on my behalf, plus the finance charges and any other charges I may owe as shown on this agreement. I understand that payment will be payable at the office of Agile Premium Finance, PO Box 549, Newark, NJ 07101-0549.
Cross Collateralization: If you do not make a payment on time Agile Premium Finance reserves the right to utilize credits, payments, all monies received from or on behalf of the insured to apply towards any of the insureds past due accounts.

Security: I am giving a security interest in all unearned premiums and/or dividends and, on commercial policies, loss payments which will reduce the unearned premium. I understand that I may not assign the policy or policies, except for the interest of mortgagees and/or loss payees, without the written consent of Agile Premium Finance.

Prepayment: I understand that if I pay the full amount due Agile Premium Finance in advance, I may receive a refund of the unearned portion of the FINANCE CHARGE calculated using the statutory method required by my State. No refund will be made if less than one dollar (\$1.00).

Agent or Broker Warranty: The Agent or Broker does hereby Warrant to Agile Premium Finance that the foregoing agreement is valid; that all signatures are genuine; that all policies listed are correctly described and in full force and effect; that any amount received by the agent or broker from Agile Premium Finance will be properly forwarded to the insurance company or companies; and that any and all return premium received from the insurance company or companies will be forwarded to Agile Premium Finance immediately. The agent or broker warrants that the down payment has been collected and agent or broker has paid or will pay that down payment to the carrier or MGA as listed in contract in order that the policy or policies listed herein are put into effect on the date shown in this agreement. The agent or broker has read and agrees to the Agent or Broker Representations and Warranties section on page two of this agreement.

NOTICE TO THE INSURED: By signing below I, the Insured, have read this agreement and agree to the terms and conditions on all pages. I have the right to pay off the full amount due in advance and may receive a partial refund of the finance charges. I also acknowledge the receipt of an executed copy at the time of execution thereof and represent that I have the authority to sign on behalf of the Insured. If the Insured is a corporation, an officer of the corporation must sign. All insureds designated on the policy must sign.

 Signature of Insured

 Signature of Agent or Broker

 Title Date

 Title Date

INSURED NAME: Test Loan

Insured agrees as follows:

1. **Security Interest.** Insured grants and Assigns Agile Premium Finance a security interest in the financed policies and any additional premiums written to the financed policies including all gross unearned premiums, dividend payments, and loss payments which would result in a reduction to unearned premiums.

2. **Power of Attorney.** Insured irrevocably appoints Agile Premium Finance as its "Attorney-in-Fact" with full power of substitution and full authority in the event of default to (i) cancel the financed policies, (ii) receive any unearned premium or other amounts with respect to the policies assigned as security herein.

3. **Warranties.** Insured represents and warrants that (i) the financed policies are in full force and effect; (ii) the information provided in this agreement is true and accurate and not misleading (iii) the policies being financed are for business or commercial purposes; (iv) the down payment and any other payments due have been paid in full to the agent or broker in available funds (v) Insured has no indebtedness to the insurers issuing the Policies; (vi) Insured is not insolvent or presently involved in any insolvency proceedings; and (vii) there are no provisions in the policies being financed that require Agile Premium Finance to notify or obtain consent from any party to effect cancellations of financed policies.

4. **Assignments.** Insured agrees not to assign any rights to the financed policies without Agile Premium Finance written consent. Agile Premium Finance may transfer its rights to the financed premiums without insureds consent.

5. **Agreement Acceptance.** This agreement does not go into effect until Agile Premium Finance accepts it in writing.

6. **Agent or Broker.** Agent or Broker is not the Agent of Agile Premium Finance with the exception of any action taken on behalf of Agile Premium Finance. Agile Premium Finance is not bound by anything written or verbally conveyed to Insured and is not liable for any acts or omissions by the Agent, Broker or Insurance Carrier.

7. **Additional Premiums.** Insured agrees to pay insurance company, in a timely fashion, any additional premiums due on any policy contained within this agreement.

8. **Default.** Default occurs when: (i) Insured does not pay an installment when it is due (ii) insured is in default with any other agreement with Agile Premium Finance (iii) Insured fails to comply with any of the terms of the Agreement; (iii) insured files for or is involved in any bankruptcy proceeding (iv) any of the financed policies are cancelled (v) Insurance companies have filed for bankruptcy or are otherwise insolvent.

In the event of default Agile Premium Finance can demand agreement be paid in full regardless of whether unearned premium has been refunded. Agile Premium Finance may take any action, not prohibited by law, to collect payment of any unpaid amounts due. Insured agrees to pay all applicable cancellation charges, interest charges, collection costs and expenses incurred by Agile Premium Finance as a result of or in connection with enforcing its rights under this Agreement.

9. **Rights after Policies are Cancelled.** When a financed policy is cancelled either partially or in full by any party, or credits are generated for any reason Agile Premium Finance has full right to all unearned premium, credits, or any other monies generated related to financed policies to apply towards insureds unpaid balance under this agreement or any other open agreement for this insured. Unearned premiums will not be applied as installment payment(s). Insured agrees to pay Agile Premium Finance any deficiency immediately upon written notification. Any overage created once a balance is paid in full will be refunded to the insured within thirty (30) days.

QUOTE #:

10. **Request for Insurance Reinstatement.** Agile Premium Finance does not have any obligation to request reinstatement of any policy, even in the event payments have been made subsequent to a cancellation. If Agile Premium Finance does request reinstatement this does not constitute reinstatement of insureds policies and any rights Agile Premium Finance has under this agreement will remain intact.

11. **Finance Charge.** Interest accrues from the earliest policy effective date indicated in the Schedule of Policies and continue to accrue until the Loan is paid in full. Interest is computed using a 365-day calendar. In cases of default Agile Premium Finance may charge interest on the outstanding principal balance at the maximum rate permitted by law from the date of the default until the balance is paid in full.

12. **Late Fees.** A late fee will be assessed on all accounts past due five (5) days or later as required by state law. This late charge will be equivalent to lessor of 5% of the installment amount due, or the maximum allowable by state law.

13. **Returned Check Fee.** If an Insured's check or electronic funding is dishonored for any reason Insured agrees to pay a fee up to the maximum allowable amount permitted by law.

14. **Corrections.** Agile Premium Finance may correct any errors or omissions in this Agreement that are not prohibited by law.

15. **Limitation of Liability. Agile Premium Finance or its Assignees are not liable for any loss or damage to the Insured or any other person or company resulting from the cancellation of financed policies except in the event of willful or intentional misconduct by Agile Premium Finance.**

16. **Governing Law.** This Agreement is governed by and interpreted in accordance with the laws of the state of the Insured's address of record. Any legal action or proceeding relating to this contract shall be instituted in Passaic County, New Jersey or as determined by Agile Premium Finance. If any portion of this agreement is deemed to be invalid, such findings will not affect the remaining provisions of this agreement.

To help the fight against terrorism and money laundering Federal Law requires all financial institutions to obtain, verify and record information that identifies each insured financed by Agile Premium Finance. Agile Premium Finance will require such information as we deem reasonably necessary to allow us to properly identify you such as your Name, Physical Address, Tax Payer ID or Birth Date. Agile Premium Finance will use this information specifically for the purpose of processing this loan and will not share this information with other parties with the exception specific parties necessary to complete this process.

CALIFORNIA INSURED: FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

Agent or Broker Representations and Warranties

1. The Insured has received a copy of this agreement and all information given is Correct and Accurate.
2. The Policies listed in the Schedule of Policies are in full force and can be cancelled by Agile Premium Finance for non-payment. Unless otherwise noted in the Schedule of Policies Agile Premium Finance will receive a Pro-Rata computation of all return credits and do not contain any policy provisions to the contrary including not limited to Incorrect Premium Amounts, Extended Cancellation beyond ten (10) days, Minimum or Fully Earned Policies, Direct Bill Policies, and Auditable or Retrospectively Rated Policies.
3. Insured's signature is genuine. In cases where the Agent is allowed by applicable state law to sign on behalf of the insured the agency has obtained proper authorization from the insured and has given the insured all applicable notifications of this agreement, including but not limited to a complete copy of this agreement.
4. The Down Payment and any other payments being collected by, or due to, the agency has been collected in good funds from the insured.
5. Agent is either the insured's authorized policy-issuing agent or broker placing the coverage directly with the insurer, except as indicated on the Schedule of Policies.
6. To the best of Agents knowledge, unless otherwise conveyed in writing to Agile Premium Finance, the Insured is not in or preparing to file Bankruptcy, Receivership or Insolvency.
7. Agent will remit all funds received from Agile Premium Finance and Insured to Insurer promptly with the exception of any authorized fees and commissions retained by Agent. Agent will return all funds not remitted to Insurer for any reason within 60-days of receipt from Agile Premium Finance or sooner as instructed by Agile Premium Finance, unless delayed funding is authorized by Insurer. Agile Premium Finance may request a delayed funding authorization in writing from Insurer.
8. Agent will return any credits received from Insurer promptly and in full to Agile Premium Finance. Unearned Commissions shall be returned to Agile Premium Finance within 10-days of receipt of returned credits from Insurer.
9. Agent recognizes the Security Interest and Power of Attorney of Agile Premium Finance. Agent shall not do anything to interfere with the rights of Agile Premium Finance under this agreement. Agent is not an agent of Agile Premium Finance and is not authorized to represent Agile Premium Finance as such.
10. Agent will Hold Harmless and Indemnify Agile Premium Finance against any losses, costs, fees, inclusive but not limited to Attorney's Fees, Court Costs, Collection Fees, and other reasonable costs, incurred by Agile Premium Finance or its Assignees as a result of a violation of these Representations and Warranties or from Agent's Error or Omission.