

# COMMERCIAL PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT (hereafter referred to as "AGREEMENT")

Policy Numbe	r and	Full Name of Insurance Company, ar	nd	Type of	Policy Te	erm Ef	fective	Policy
		SCHEDULE	OF POL	CIES				
Prepayment Security	As secuinsured (herein interes the pol conditi-FINANO	ured may prepay the full amount due reive a refund of the unearned interest rided on page 3 of this agreement.  Trity for the payments to be made, the lassigns VALUE INSURANCE AGENCY INC referred to as "VALUE") a security tin return premiums with reference to ricies listed below. Under certain rons VALUE HAS THE RIGHT TO CANCEL CED POLICIES, as provided on page 3 of reement.	Payment which is not r days of its due the overdue a \$100.00 for cominimum of \$  Contract Reference Agreement as information a cancellation,			will be imposed on any payment eceived by VALUE within five (5) date. This late charge will be 5% of mount, with a maximum of mmercial insurance, and a 1.00 uld be made to the terms of stated below and on page 3 for pout nonpayment, default, he right to demand immediate I, and prepayment.		
	Tel	: (703) 351-7878 :: (703) 527-5102	l I	nents	rayments	are due		yment
Value Insurance Agency Inc.  Value Insurance Agency Inc. 300 N Washington St. #104 Alexandria, VA 22314			PAYMENT SCHEDULE BELOW, Number of Payments		EDULE Payments a	or See Schedule Attached are due Amount of Each		
LENDER			I I	of credit	CENTAGE RATE figured as a			%
300 N Was	e Insurance Agency Inc. Washington St. #104 Andria, VA 22314		F		nce Charge \$ I of Payments \$			
Direct Corresp	Telephone Number: Direct Correspondence to: AGENT or BROKER (Name and Business Address)			(Amo	(Amount of credit provided on your behalf)			
			C	Balance		\$		
			Payment Required		\$			
INSURED/BORROWER (Name and address as shown on Policy)			A B		Total Premium  Cash Down			

SCHEDOLE OF FOLICIES								
Policy Number and	Full Name of Insurance Company, and	Type of	Policy Term	Effective	Policy			
Prefix	Name and Address of General Agency or	Insurance	in Months	Date	<b>Premiums</b>			
	Company Office to Which Premium is Paid			(mm/dd/yy)				
		TOTAL	PREMIUMS (F	Record in "A")				

# **NOTICE: SEE PAGE 3 FOR IMPORTANT INFORMATION**

The provisions on page 3 are incorporated by reference and constitute a part of this Agreement.

# **INSURED'S AGREEMENT:**

In consideration of the premium payments (the "Amount Financed" above) to be made to the above captioned AGENT or BROKER by VALUE, the named insured (herein referred to as "insured") promised to pay, to the order of VALUE, the Total of Payments subject to all of the provisions set forth on all pages of this agreement.

# NOTICE TO THE INSURED:

(1) Do not sign this Agreement before you read all pages of it, or if it contains blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge. (4) Keep your copy of this agreement to protect your legal rights.

Name of Insure	ed (Print or Type)					
By: Signature						
Title			Date			

# ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

WARRANTY OF ACCURACY. The Insured represents and warrants to VALUE that the insurance policies listed in the Schedule of Policies are in full force and effect and that the Insured has not assigned any interest in the policies except for the interest of mortgagees and loss payees. The Insured further represents and warrants to VALUE that: (i) none of the insurance policies listed in the Schedule of Policies are for personal, family, or household purposes, and (ii) the Insured has no indebtedness to the insurers issuing the listed policies, and none of those insurers have asserted any claims for payment against the Insured.

**REPRESENTATION OF SOLVENCY.** The Insured represents that the Insured is not insolvent nor presently the subject of any insolvency proceeding. **COLLATERAL.** To secure payment of all amounts due under this

agreement, Insured grants VALUE a security interest in the

policies, including all return premiums which reduce unearned premiums, subject to any mortgagee or loss payee interest. RIGHT TO CANCEL. If Insured does not make a payment when it is due, or if Insured is otherwise in default under this agreement, VALUE may cancel the policies and act in Insured's place with regard to the policies, including endorsing any check or draft issued in the Insured's name for funds assigned to VALUE as a security herein. This right given by Insured to VALUE constitutes a "Power of Attorney". Before VALUE cancels the policies, VALUE will provide ten (10) days written notice to the Insured, as required by law. Insured agrees that this right to cancel which Insured has granted to VALUE cannot be revoked, and that VALUE's right to cancel will terminate only after all of Insured's indebtedness under this agreement is paid in full. **DEFAULT.** Insured is in default under this agreement if, (a) a payment is not received by VALUE when it is due, (b) Insured or its insurance companies are insolvent or involved in a bankruptcy or similar proceeding as a debtor, (c) Insured fails to comply with any of the terms of this agreement, (d) insurance companies cancel coverages, (e) premiums increase under any policy listed in this agreement, and Insured fails to pay such increased premium within thirty (3) days of notification, or (f) Insured is in default under any other agreement with VÁLUÈ.'
Wherever the word "default" is used in this agreement, it means any one of the above. If the Insured is in default, VALUE has no further obligation under this agreement to pay premiums on the

provided in this agreement. **LATE CHARGES.** A late charge will be imposed on any payment which is not received by VALUE within five (5) days of its due date. This late charge will be 5% of the overdue amount, with a maximum of \$100.00 for commercial insurance, and a minimum of \$1.00.

Insured's behalf, and VALUE may pursue any of the remedies

**DISHONORED CHECK FEE.** If an Insured's check is dishonored for any reason and if permitted by law, the Insured will pay VALUE a dishonored check fee equal to the maximum fee permitted by law, \$25.00.

PAYMENTS RECEIVED AFTER NOTICE OF CANCELLATION. Once a Notice of Cancellation has been sent to any insurance company, VALUE has no duty to rescind it or ask that the policy be reinstated, even if VALUE later receives insured's payment. Payments which VALUE receives after sending a Notice of Cancellation may be applied to Insured's account without changing any of VALUE's rights under this agreement.

VALUE'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any policy is cancelled (whether by Insured or VALUE or anyone else) VALUE has the right to receive all unearned premiums and other funds assigned to VALUE as security herein and to apply them to Insured's unpaid balance under this agreement or any other agreement between the Insured and VALUE. If the amount received is more than the amount owed by the Insured, any excess amount will be refunded tot Insured. If the amount received is less than the amount owed by Insured, Insured will pay VALUE the balance due. VALUE may act in Insured's place to do whatever is necessary to collect such refunds. The insurance companies may rely on whatever VALUE tells them regarding the policies; it does not have to get any proof from Insured or anyone else.

INTEREST DUE AFTER CANCELLATION. If cancellation occurs, the Insured agrees to pay VALUE interest on the balance due at the contract rate until the balance is paid in full.

RIGHT TO DEMAND IMMEDIATE PAYMENT IN FULL. At any time

**RIGHT TO DEMAND IMMEDIATE PAYMENT IN FULL.** At any time after default, VALUE can demand and has the right to receive immediate payment of the total unpaid amount due under this agreement even if VALUE has not received any refund of unearned premium.

**CANCELLATION CHARGE.** If a default by the insured results in cancellation of any insurance policy listed in the Schedule of Policies, the Insured will pay VALUE a cancellation charge equal to 5% of the installment, not to exceed an amount equal to the difference between the late charge and \$100.00.

**ASSIGNMENTS.** Insured may not assign any policy without VALUE's written consent. However, VALUE's written consent is not needed to add mortgagees or other persons as loss payees. VALUE may transfer its rights under this agreement to anyone without the consent of Insured.

**COLLECTIONS AND ATTORNEY FEES.** VALUE may enforce its rights to collect amounts due to it without using the security interest granted in this agreement. If VALUE uses an attorney who is not a salaried employee of VALUE or incurs other collection costs to collect any money owed under this agreement, then to the extent permitted by applicable law, Insured agrees to pay reasonable attorney fees, court costs, and other collection costs incurred by VALUE.

PREPAYMENT. At any time, Insured may pay the entire amount still unpaid. If Insured pays the full amount before it is due, Insured will receive a refund of unearned Finance Charge computed by the actuarial method or the rule of 78's. There is no refund made if the amount to be refunded is less than \$1.00. AUDIT AND REPORTING FORM POLICIES. With regard to any policy in the Schedule of Policies, which is an auditable or reporting form type, Insured agrees to promptly pay to the insurance company the difference between the actual earned premium generated for the policy, and the premiums financed under this agreement.

**FINANCE CHARGE.** The finance charge begins on the earliest effective date of the policies listed in the Schedule of Policies section.

**CORRECTIONS.** VALUE may insert the names of the insurance companies and policy numbers, if these are not known at the time Insured signs this agreement. VALUE is authorized to correct patent errors or omissions in this agreement. **EFFECTIVE DATE.** This agreement will not become effective until

it is accepted in writing by VALUE.

**GOVERNING LAW.** The agreement is governed and interpreted under the laws of the state where VALUE accepts this agreement. If any court finds any part of this agreement to be invalid, such finding shall not affect the remainder of this agreement. Singular words in this agreement shall mean plural and vice versa as may be required to give the agreement meaning.

**SIGNATURE AND ACKNOWLEDGEMENT.** Insured has signed this agreement and received a copy of it. If Insured is a corporation, the person signing it is an officer of that corporation authorized to sign this agreement. If the insured is not a corporation, all Insureds listed in any policy have signed.

**LIABILITY.** Insured agrees that VALUE's liability for any breach of Agreement or negligence is \$10,000.

PRIVACY POLICY. See website at <a href="www.valueinsuranceinc.com">www.valueinsuranceinc.com</a>.

AUTHORIZATION. Insured authorizes its insurance companies to release all information necessary to calculate unearned premiums, status of policy, and policy documentation.

**DATE AGREEMENT BECOMES EFFECTIVE.** Agreement becomes effective upon VALUE sending written acceptance.