

*Wind Meadows South
Community Development District*

Meeting Agenda

June 23, 2026

AGENDA

Wind Meadows South

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

June 16, 2026

Board of Supervisors Meeting **Wind Meadows South Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Wind Meadows South Community Development District** will be held **Tuesday, June 23, 2026 at 1:00 PM** at **Home 2 Suites By Hilton Lakeland North I-4, 3610 Hopewell Ave, Lakeland, FL 33809.**

Zoom Video Join Link: <https://us06web.zoom.us/j/81107371239>
Call-In Information: 1-305-224-1968 **Meeting ID:** 811 0737 1239

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes)
3. Approval of Minutes of the May 26, 2026 Board of Supervisors Meeting
4. Presentation of Arbitrage Report for Series 2023
5. Ratification of Resolution 2026-08 Appointing David Kalin as Assistant Secretary
6. Review and Acceptance of Fiscal Year 2025 Audit Report
7. Consideration of Holiday Lighting Proposal from TPG Lighting
8. Consideration of Insurance Proposal from Brown & Brown
 - A. Current EGIS Insurance Coverage
 - B. Coverage & Premium Comparison
 - C. Cost Benefit Analysis
9. Ratification of Furniture Repair Agreement with Florida Patio Furniture & Restrapping
10. Staff Reports
 - A. Attorney
 - i. Reminder of Form 1 Filing Deadline
 - B. Engineer
 - i. Presentation of Fiscal Year 2026 Engineer's Report
 - C. Field Manager's Report
 - i. Consideration of Prince Proposal to Seed Tracts Behind Orchid Oriole Loop
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
11. Other Business
12. Supervisors Requests and Audience Comments
13. Adjournment

MINUTES

**MINUTES OF MEETING
WIND MEADOWS SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Wind Meadows South Community Development District was held on Tuesday, **May 26, 2026**, at 1:00 p.m. at the Home 2 Suites by Hilton Lakeland North I-4, 3610 Hopewell Ave., Lakeland, Florida.

Present and constituting a quorum:

Lori Campagna
Kelly Evans
Brad Gilley
David Kalin
Heather Santer

Chairperson
Vice Chairperson
Assistant Secretary
Assistant Secretary
Appointed as Assistant Secretary

Also present were:

Katie O'Rourke
Grace Rinaldi
Joel Blanco
Bryan Hunter

District Manager, GMS
District Counsel, Kilinski Van Wyk
Field Manager, GMS
District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Ms. O'Rourke called the meeting to order at 1:00 p.m. and called roll. Four Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. O'Rourke opened the public comment period. There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the March 24,
2026 Board of Supervisors Meeting**

Ms. O'Rourke presented the minutes of March 24, 2026 Board of Supervisors meeting. She stated staff had reviewed these for accuracy and they are just looking for a motion to approve unless the Board has any corrections or edits.

On MOTION by Mr. Gilley, seconded by Ms. Evans, with all in favor, the Minutes of March 24, 2026, Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Discussion of Board Seat Terms

Ms. O'Rourke presented Lori Campagna's resignation to the Board.

On MOTION by Ms. Evans, seconded by Mr. Gilley, with all in favor, Accepting Lori Campagna's Resignation, was approved.

Ms. O'Rourke asked for nominations to fill Seat #3. Lori Campagna was nominated to fill Seat #3.

On MOTION by Ms. Evans, seconded by Mr. Gilley, with all in favor, Appointing Lori Campagna to Seat #3, was approved.

Ms. Lori Campagna was sworn in. Ms. O'Rourke asked for nominations to fill Seat #4. David Kalin was nominated to fill Seat #4.

On MOTION by Ms. Campagna, seconded by Ms. Evans, with all in favor, Appointing David Kalin to Seat #4, was approved.

Mr. David Kalin was sworn in. Ms. Rinaldi provided a brief overview of the statutory requirements to be aware of as a Board of Supervisor, which included the Sunshine Law, Public Records Law, and Ethics Law. She also informed Mr. Kalin of the new ethics training requirement, which requires Board of Supervisors to complete four hours of ethics training every year. She noted that since he was appointed to the Board after March, he will have until next December to

complete that requirement. She informed Mr. Kalin that she would send him all the materials for his review.

Ms. O'Rourke presented Kelly Evans's resignation to the Board.

On MOTION by Ms. Campagna, seconded by Ms. Santer, with all in favor, Accepting Kelly Evans's Resignation, was approved.

Ms. O'Rourke presented Heather Santer's resignation to the Board.

On MOTION by Ms. Campagna, seconded by Mr. Gilley, with all in favor, Accepting Heather Santer's Resignation, was approved.

Ms. O'Rourke asked for nominations to fill Seat #5 and Seat #2. Heather Santer was nominated to fill Seat #5 and Kelly Evans to Seat #2.

On MOTION by Ms. Campagna, seconded by Mr. Gilley, with all in favor, Appointing Heather Santer to Seat #5 and Kelly Evans to Seat #2, was approved.

Ms. Kelly Evans and Ms. Heather Santer were sworn in. The board members discussed the chair and vice chair positions and agreed to keep them the same with Lori serving as the chair and Kelly as the vice chair. Ms. O'Rourke explained that each individual Board member gets \$200 per meeting and then there is taxes taken out of that. She added that it's completely an individual decision if the Board members want to accept payment per meeting or not. Mr. Kalin elected to accept payment.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2026-07 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing to Adopt

Ms. O'Rourke presented Resolution 2026-07. She explained that this resolution will set the public hearing to adopt the final budget at the regular scheduled meeting on July 28, 2026 at 1:00 p.m. at the current location. She noted that the proposed budget that they will be looking at today will set the cap on assessments so they can modify line items until their final budget hearing. She

pointed out that each individual line item can move, but the assessment per residence cannot exceed the level that they establish today in this approved budget.

Ms. O'Rourke reviewed the proposed budget for Fiscal Year 2027, which runs from October 1, 2026 through September 30, 2027. This will begin the District's annual budget cycle. She noted the District is required to approve a proposed budget no later than June 15 of this calendar year to remain compliant with the Florida statutes. Ms. O'Rourke pointed out that this proposed budget does not recommend an increase to resident assessments, so this will keep the level the same as it was this fiscal year. She stated for the purposes of today's discussion, they are going to be focusing the column on the far right, which is the proposed budget for Fiscal Year 2027. She pointed out that the column on the far left is what the adopted budget is today, the actuals in the next column are through March 31, the next column is projected year end totals, and the final column is what they are proposing for this next budget. She noted that in the revenue section, most of the District's revenue comes from the CDD maintenance assessments. She added that also includes some interest income based on any surplus funds that are being held in interest bearing accounts. She noted for this budget they also recognized about \$4,000 in carry forward surplus.

After reviewing the revenue section, Ms. O'Rourke reviewed the expenditure section. The first part is the administrative expenses, she explained that these are the costs required to operate the District in accordance with Florida statutes and the District's Trust Indentures. She pointed out the major changes through this section. For District management services, their firm is proposing a 5% increase this year. She stated they will also see increases in their insurance premiums both within this section and the following section. Insurance in the administrative expenses is for their liability insurance. She noted that this is the exact number they got from Egis, which is their insurance provider for both this section and the next one. She pointed out that there were not a lot of changes in this section. Overall, the administrative expenses are proposed to increase slightly from roughly \$142,000 to \$146,000. The next part is the field expenditures. She explained that these are numbers based on the actual infrastructure owned and maintained by the District. These expenses include street lighting, stormwater maintenance, landscaping, etc. She presented the landscape maintenance number, which is their contracted services. She noted that Mr. Blanco worked with Prince this year to get them to hold their numbers, so they're not increasing for their contracted services. She pointed out that they also decreased the landscape replacement line item a little based on some actual numbers that they have been using the past two years, so they dropped

that down a little bit. She noted they are proposing a 5% increase in field management services this year. They also zeroed out the lake maintenance line item. She explained that they just found that to be duplicative with the pond maintenance line item, so the actual number that they use for pond maintenance is going to be located in the pond maintenance line item. They increased the irrigation repairs line item a little bit, and that's to allow for a future proposal to move the rotary head sprinklers to a drip line along Quiet Quail Drive. She stated that a proposal will be presented to the Board for this at a future meeting. She explained that she just wanted to point out that is why they upped that irrigation repair number a little.

Ms. O'Rourke noted that there is a new line item for a reserve study. She explained that a reserve study evaluates the District's infrastructure and major assets, such as the roads, pool, amenity center, roof, and mailboxes. It estimates their useful life and their future replacement or repair costs. The \$7,000 in this line item just allows them to get proposals from a vendor that will do this and then provide them with a report that'll allow the Board to make changes in the future as far as how much they allocate to capital reserves. Under the amenity expenditures, she noted they have adjusted some of those line items, such as water and sewer and electric, just based on actuals. This year they left the security services line item the same as it was this year. She pointed out that when they get into the closed session at the end of the meeting, if they want to adjust this line item, they can. They also increased amenity repairs and the maintenance line items for more room for repairs as they come up. This budget also proposes a \$50,000 transfer to the capital reserve fund at the end of the fiscal year, just like they projected this year, which can be increased if there's any surplus funds that are available to transfer. She stated overall, this is a balanced budget with no increase to assessments for residents. At the bottom of the fourth page of the budget, she pointed out that the assessment table explains that there are 835 units within the CDD and they all pay the same amount for the maintenance assessment. The amount retained by the District is \$956 per unit, and the gross amount shown on the tax bill is \$1,028 per unit. She added that the difference just accounts for collection fees retained by the Polk County property appraiser or the tax collector, and then early payment discounts that are available to property owners to take if they pay off their assessments early.

Ms. O'Rourke reviewed the District's debt service funds. These are the funds managed by the trustee. There are two debt service funds in Wind Meadows South, the Series 2021 and the Series 2023, which are both structured in the exact same way. Each debt service section will show

the number of units in that assessment area, the gross and net per unit debt assessment amount, and then the required principal and interest payments, which follow the amortization schedule. Often, she noted they get questions asked from residents as to when their bond payment goes away. She explained that basically the answer is dependent upon which assessment area they live in, but it's found in the amortization schedule.

Ms. O'Rourke stated the capital reserve fund shows how much they are currently holding for major repairs or replacements. She pointed out that at the end of their current fiscal year it should be just under \$200,000. The reserve study will help determine what their target number is moving forward. She stated the Board has done a really good job of controlling spending and putting money away. She noted they have a good little nest egg there if anything pops up before their reserve study is complete. She completed her presentation of Resolution 2026-07.

On MOTION by Ms. Santer, seconded by Mr. Gilley, with all in favor, Resolution 2026-07 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing to Adopt, was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rinaldi provided an update on the 2026 legislative session bills that have passed and have either been signed by the governor or are waiting to be signed. The first is a bill regarding a recall procedure for CDD supervisors. She explained that there is now a formal process in place that could relieve a sitting CDD Supervisor that has been elected in the general election. She explained that there is a petition process. It's quite a lengthy process that requires certain signature thresholds and verification of those signatures. She pointed out that there's also seven recall grounds that are spelled out in that bill. She explained that currently all of the seats are landowner election seats and this process would not apply to those seats. She added, however, that it's something to be aware of as in the next two years seats will begin to turn over to the general election and those general election seats could be subject to this process. She explained in more detail the difference between landowner seats and general election seats. She stated those general election seats, those that are included on the ballot in November, are seats that would be subject to the recall process. She noted that bill has already been signed by the Governor. She also stated

there's currently something similar in place for city and county commissioners already. This is structured somewhat similarly to that, but that one has been signed and takes effect July 1.

Ms. Rinaldi stated another bill that was passed that they are waiting to see if it will be signed pertains to sovereign immunity. She noted currently, their District has sovereign immunity, which is a protection against certain types of actions that might be brought against the District. It has monetary caps for a monetary award that can potentially be awarded to those who are ensuing against the CDD. She pointed out that they have seen efforts for the past numbers of years of people trying to increase those caps. She explained that there were bills that tried to increase this into the millions, but luckily that isn't what passed and it was much lower than that. She explained that the Board is aware the per claim limit was increased from \$200,000 to \$350,000 and the per incident aggregate limit was increased from \$300,000 to \$500,000, so there are increases to those monetary limits. She added that their District staff has been in communication with their insurance company to see any impact in future insurance premiums. She stated any impact would certainly be less than those prior bills that sought to increase those a lot higher. She also noted a bill passed that they are waiting to see if it will be signed pertains to E-bikes. She noted they have a deadline by the end of the year to set forth recommendations to the state that will then be taken up in the next legislative session. She explained that this bill also imposes operational requirements as it pertains to E-bikes. After Ms. Rinaldi's recap and update, she informed the Board of Supervisors that she sent an email that contained some reminders and deadlines that are upcoming. She noted that their Form 1's are due July 1. She also reminded the Board of Supervisors of the ethics training.

B. Engineer

Mr. Hunter noted that the annual reports for the CDD are due by the end of July. He stated he has a draft on his desk right now that he is reviewing. His goal is to get that circulated by the end of the week or early next week. He had nothing further to report.

Ms. Santer asked Mr. Hunter if he knows when they are going to finish connecting Yarborough to Singing Mockingbird. Mr. Hunter first pointed out the engineer of record of the adjacent project, which they call the Highland Club Project. He stated an interesting development is that before there was an agreement with the developer of the CDD to the north, Touchstone, in Polk County to extend Yarborough, it was not only to their project entrance, but to the Wind Meadows South western entrance. He noted that they have changed their mind. He explained that

the developer no longer intends to extend Yarborough to the Wind Meadow South entrance south. They're going to stop at their southern project boundary, which is Wind Meadow South northern project boundary. He further explained that it was a funding issue. He noted there was a disagreement or misunderstanding with Polk County and they've agreed to terminate that extension north of the entrance. He stated there are plans, however, to potentially make that extension happen as part of the Highland Club Project. He noted they are just now getting started on the design, so there won't be any construction on that project for another year. He stated he thinks it be at least 12 months, if the current plan holds. Ms. Campagna asked if they were required through Polk County to complete this, but now they've changed their minds. Mr. Hunter responded that he thinks everyone, including Polk County, has changed their minds.

C. Field Manager's Report

Mr. Blanco presented the Field Manager's Report. He noted that they completed several maintenance items. Staff noted sticky floors and stains on the covered lanai area in the amenity. Maintenance pressure washed floors and walls. He noted that staff met with the insurance provider in April. The provider recommended caution stickers on the metal playground poles, new playground rules in the amenity playground, and dog park signs differentiating large and small dogs. He stated the monument maintenance is in progress. Staff noted a loose monument light, stains in several areas, and a couple of chips on the monument sign. He stated the street sign maintenance is in progress as well. The maintenance staff reinforced a stop sign on Singing Mockingbird Boulevard. He noted that pending for completion is straightening two street signs and one sign with folded cross street bladed. He also stated the plant replacement for plantings affected by recent cold snap is pending. The Board approved this item at the last Board meeting. He explained that both landscaping beds have been prepped for plan installation. All the dead plantings have been removed. After discussion, the Board approved a NTE for \$2,500 for additional signs blocking off the Yarborough Way end of the street.

On MOTION by Ms. Campagna, seconded by Ms. Santer, with all in favor, a NTE for \$2,500 for Additional Signs Blocking Off the Yarborough Way End of the Street, was approved.

i. Consideration of Proposal for Pavers and Concrete Walkway at Amenity Center

Mr. Blanco presented a proposal for pavers and concrete walkway at the Amenity Center. After discussion, the Board agreed to approve #1 and #3 in the proposal.

On MOTION by Ms. Santer, seconded by Ms. Evans, with all in favor, #1 and #3 of Proposal for Pavers and Concrete Walkway at Amenity Center, was approved.

ii. Consideration of Prince Proposal to Seed Tracts Behind Orchid Oriole Loop

Mr. Blanco presented a proposal from Prince to seed tracts behind Orchid Oriole Loop. After discussion, the Board decided to table this item.

iii. Consideration of Proposal to Resling 11 Lounge Chairs and 1 Dining Chair

Mr. Blanco presented a proposal to re-sling 11 lounge chairs and one dining chair. After discussion, the Board approved a NTE of \$5,000 for a new proposal with correct number of chairs and including loaner chairs to be provided to be authorized by the chair outside of a meeting.

On MOTION by Ms. Campagna, seconded by Ms. Evans, with all in favor, NTE of \$5,000 for a New Proposal with Correct Number of Chairs and Including Loaner Chairs to be Provided, was approved.

iv. Consideration of Prince Proposal from Prince & Sons for Fuel Surcharge

Mr. Blanco presented a proposal from Prince & Sons for fuel surcharge.

On MOTION by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Proposal from Prince & Sons for Fuel Surcharge, was approved.

v. Consideration of Proposal from Resort Pools for Fuel Surcharge

Mr. Blanco presented a proposal from Resort Pools for Fuel Surcharge.

On MOTION by Ms. Evans, seconded by Ms. Santer, with all in favor, the Proposal from Resort Pools for Fuel Surcharge, was approved.

D. District Manager's Report**i. Approval of Check Register**

Ms. O'Rourke presented the check register from March 14, 2026 through May 13, 2026 totaling \$85,558.42. She stated immediately following that is the detailed run summary of all the invoices paid.

On MOTION by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. O'Rourke presented the unaudited financials through April 30. These are for informational purposes, so no action is required by the Board.

iii. Presentation of Number of Registered Voters: 1,137

Ms. O'Rourke presented the number of registered voters is 1,137.

SEVENTH ORDER OF BUSINESS**Other Business**

There being no other business, the next item followed.

EIGHTH ORDER OF BUSINESS**Supervisors Requests and Audience Comments**

Ms. Evans asked Ms. O'Rourke if she is going to check the developer agreement. Ms. O'Rourke agreed that she would get with other staff and look into the connection and communicate with Kelly on the response via email so they didn't need to wait until the next meeting.

Ms. Evans stated they went back to all of the Districts and asked them to ask around to provide them with a proposal for insurance. She explained that 80% came back with lower numbers. It was requested for staff to get a proposal from Brown and Brown and present it at the next meeting. Ms. O'Rourke indicated that she would take care of that.

Supervisor Evans recommended asking Mr. Hunter to not call into the meeting unless there is an item that requires him to participate in the Board meeting. The board agreed and Ms. O'Rourke said she would communicate the boards wishes to him offline.

NINTH ORDER OF BUSINESS

CLOSED SECURITY SESSION

Ms. Rinaldi informed the newly appointed Supervisors that security related matters are held confidential and exempt. She explained the closed security session process.

Ms. O'Rourke informed everyone that they will now go into the confidential session now.

Ms. O'Rourke informed the audience at 2:28 p.m. that they were back on the record in the Wind Meadows South Community Development District Board of Supervisors meeting. The Board made a motion to terminate Securitas as discussed in the closed session.

On MOTION by Ms. Santer, seconded by Ms. Evans, with all in favor, to Terminate Securitas, was approved.

The Board made a motion to approve Current Demands and Nation proposals hoping they can start as soon as possible.

On MOTION by Mr. Kalin, seconded by Ms. Santer, with all in favor, the Current Demands and Nation Proposals, was approved.

TENTH ORDER OF BUSINESS

Adjournment

Ms. O'Rourke asked for a motion to adjourn the meeting.

On MOTION by Ms. Campagna, seconded by Ms. Santer, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION 4

REBATE REPORT

\$7,655,000

Wind Meadows South Community Development District

(City of Bartow, Florida)

Special Assessment Bonds, Series 2023

(Assessment Area Two Project)

Dated: May 11, 2023

Delivered: May 11, 2023

Rebate Report to the Computation Date

May 11, 2026

Reflecting Activity To

May 11, 2026



AMTEC

TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	11
Arbitrage Rebate Calculation Detail Report – Acquisition & Construction Fund	13
Arbitrage Rebate Calculation Detail Report – Debt Service Reserve Fund	15
Arbitrage Rebate Calculation Detail Report – Capitalized Interest Fund	17
Arbitrage Rebate Calculation Detail Report – Cost of Issuance Fund	18
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credits	19



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

May 20, 2026

Wind Meadows South Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$7,655,000 Wind Meadows South Community Development District (City of Bartow, Florida),
Special Assessment Bonds, Series 2023 (Assessment Area Two Project)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Wind Meadows South Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of April 30, 2027. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the May 11, 2026 Computation Date
Reflecting Activity from May 11, 2023 through May 11, 2026

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	4.692818%	66,775.62	(13,356.74)
Debt Service Reserve Fund	4.546849%	54,351.96	(12,534.23)
Capitalized Interest Fund	4.918169%	4,504.59	(624.32)
Cost of Issuance Fund	4.844809%	13.02	(2.06)
Totals	4.637841%	\$125,645.19	\$(26,517.35)
Bond Yield	5.512677%		
Rebate Computation Credits			(6,716.31)
Net Rebatable Arbitrage			\$(33,233.66)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from May 11, 2023, the date of the closing, to May 11, 2026, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of May 11, 2026.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between May 11, 2023 and May 11, 2026, the District made periodic payments into the Sinking Fund and Interest Account (collectively, the "Debt Service Fund") that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

May 11, 2026.

7. Computation Period

The period beginning on May 11, 2023, the date of the closing, and ending on May 11, 2026, the Computation Date.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund	Account Number
Revenue	268938000
Interest	268938001
Sinking Fund	268938002
Debt Service Reserve	268938004
Prepayment	268938003
Cost of Issuance	268938006
Acquisition & Construction	268938005

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of May 11, 2026, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to May 11, 2026. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on May 11, 2026, is the Rebatable Arbitrage.

\$7,655,000
Wind Meadows South Community Development District
(City of Bartow, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Delivered: May 11, 2023

Sources of Funds

Par Amount	\$7,655,000.00
Net Original Issue Discount	-8,522.10
Totals	\$7,646,477.90

Uses of Funds

Acquisition & Construction Fund	\$6,592,281.37
Debt Service Reserve Fund	523,525.00
Capitalized Interest Fund	195,346.53
Cost of Issuance Fund	182,225.00
Underwriter's Discount	153,100.00
Total	\$7,646,477.90

PROOF OF ARBITRAGE YIELD

\$7,655,000

Wind Meadows South Community Development District
 (City of Bartow, Florida)
 Special Assessment Bonds, Series 2023
 (Assessment Area Two Project)

Date	Debt Service	Present Value to 05/11/2023 @ 5.5126769193%
11/01/2023	195,346.53	190,393.94
05/01/2024	316,837.50	300,521.38
11/01/2024	204,362.50	188,638.95
05/01/2025	319,362.50	286,883.43
11/01/2025	201,775.00	176,392.57
05/01/2026	321,775.00	273,751.56
11/01/2026	199,075.00	164,820.95
05/01/2027	324,075.00	261,115.47
11/01/2027	196,262.50	153,891.91
05/01/2028	326,262.50	248,964.25
11/01/2028	193,337.50	143,574.50
05/01/2029	333,337.50	240,899.98
11/01/2029	190,187.50	133,759.90
05/01/2030	335,187.50	229,415.71
11/01/2030	186,925.00	124,507.10
05/01/2031	336,925.00	218,399.35
11/01/2031	182,893.75	115,374.11
05/01/2032	342,893.75	210,504.04
11/01/2032	178,593.75	106,698.55
05/01/2033	348,593.75	202,676.42
11/01/2033	174,025.00	98,466.08
05/01/2034	354,025.00	194,939.71
11/01/2034	169,187.50	90,662.15
05/01/2035	359,187.50	187,314.05
11/01/2035	164,081.25	83,272.09
05/01/2036	364,081.25	179,816.78
11/01/2036	158,706.25	76,281.16
05/01/2037	368,706.25	172,462.69
11/01/2037	153,062.50	69,674.66
05/01/2038	373,062.50	165,264.29
11/01/2038	147,150.00	63,437.94
05/01/2039	382,150.00	160,329.72
11/01/2039	140,834.38	57,501.64
05/01/2040	385,834.38	153,307.66
11/01/2040	134,250.00	51,912.10
05/01/2041	394,250.00	148,360.20
11/01/2041	127,262.50	46,605.54
05/01/2042	402,262.50	143,363.30
11/01/2042	119,871.88	41,575.47
05/01/2043	409,871.88	138,343.68
11/01/2043	112,078.13	36,814.89
05/01/2044	417,078.13	133,324.94
11/01/2044	103,500.00	32,197.76
05/01/2045	428,500.00	129,726.16
11/01/2045	94,359.38	27,800.54
05/01/2046	434,359.38	124,539.95
11/01/2046	84,796.88	23,660.87
05/01/2047	444,796.88	120,782.49
11/01/2047	74,671.88	19,732.89
05/01/2048	454,671.88	116,929.23
11/01/2048	63,984.38	16,013.65
05/01/2049	468,984.38	114,226.31
11/01/2049	52,593.75	12,466.18
05/01/2050	482,593.75	111,319.75
11/01/2050	40,500.00	9,091.53
05/01/2051	495,500.00	108,247.27

PROOF OF ARBITRAGE YIELD

\$7,655,000
Wind Meadows South Community Development District
(City of Bartow, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)

Date	Debt Service	Present Value to 05/11/2023 @ 5.5126769193%
11/01/2051	27,703.13	5,889.70
05/01/2052	507,703.13	105,042.70
11/01/2052	14,203.13	2,859.77
05/01/2053	519,203.13	101,736.34
	15,837,652.87	7,646,477.90

Proceeds Summary

Delivery date	05/11/2023
Par Value	7,655,000.00
Premium (Discount)	-8,522.10
Target for yield calculation	7,646,477.90

BOND DEBT SERVICE

\$7,655,000

Wind Meadows South Community Development District
 (City of Bartow, Florida)
 Special Assessment Bonds, Series 2023
 (Assessment Area Two Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/11/2023					
11/01/2023			195,346.53	195,346.53	
05/01/2024	110,000	4.500%	206,837.50	316,837.50	512,184.03
11/01/2024			204,362.50	204,362.50	
05/01/2025	115,000	4.500%	204,362.50	319,362.50	523,725.00
11/01/2025			201,775.00	201,775.00	
05/01/2026	120,000	4.500%	201,775.00	321,775.00	523,550.00
11/01/2026			199,075.00	199,075.00	
05/01/2027	125,000	4.500%	199,075.00	324,075.00	523,150.00
11/01/2027			196,262.50	196,262.50	
05/01/2028	130,000	4.500%	196,262.50	326,262.50	522,525.00
11/01/2028			193,337.50	193,337.50	
05/01/2029	140,000	4.500%	193,337.50	333,337.50	526,675.00
11/01/2029			190,187.50	190,187.50	
05/01/2030	145,000	4.500%	190,187.50	335,187.50	525,375.00
11/01/2030			186,925.00	186,925.00	
05/01/2031	150,000	5.375%	186,925.00	336,925.00	523,850.00
11/01/2031			182,893.75	182,893.75	
05/01/2032	160,000	5.375%	182,893.75	342,893.75	525,787.50
11/01/2032			178,593.75	178,593.75	
05/01/2033	170,000	5.375%	178,593.75	348,593.75	527,187.50
11/01/2033			174,025.00	174,025.00	
05/01/2034	180,000	5.375%	174,025.00	354,025.00	528,050.00
11/01/2034			169,187.50	169,187.50	
05/01/2035	190,000	5.375%	169,187.50	359,187.50	528,375.00
11/01/2035			164,081.25	164,081.25	
05/01/2036	200,000	5.375%	164,081.25	364,081.25	528,162.50
11/01/2036			158,706.25	158,706.25	
05/01/2037	210,000	5.375%	158,706.25	368,706.25	527,412.50
11/01/2037			153,062.50	153,062.50	
05/01/2038	220,000	5.375%	153,062.50	373,062.50	526,125.00
11/01/2038			147,150.00	147,150.00	
05/01/2039	235,000	5.375%	147,150.00	382,150.00	529,300.00
11/01/2039			140,834.38	140,834.38	
05/01/2040	245,000	5.375%	140,834.38	385,834.38	526,668.76
11/01/2040			134,250.00	134,250.00	
05/01/2041	260,000	5.375%	134,250.00	394,250.00	528,500.00
11/01/2041			127,262.50	127,262.50	
05/01/2042	275,000	5.375%	127,262.50	402,262.50	529,525.00
11/01/2042			119,871.88	119,871.88	
05/01/2043	290,000	5.375%	119,871.88	409,871.88	529,743.76
11/01/2043			112,078.13	112,078.13	
05/01/2044	305,000	5.625%	112,078.13	417,078.13	529,156.26
11/01/2044			103,500.00	103,500.00	
05/01/2045	325,000	5.625%	103,500.00	428,500.00	532,000.00
11/01/2045			94,359.38	94,359.38	
05/01/2046	340,000	5.625%	94,359.38	434,359.38	528,718.76
11/01/2046			84,796.88	84,796.88	
05/01/2047	360,000	5.625%	84,796.88	444,796.88	529,593.76
11/01/2047			74,671.88	74,671.88	
05/01/2048	380,000	5.625%	74,671.88	454,671.88	529,343.76
11/01/2048			63,984.38	63,984.38	
05/01/2049	405,000	5.625%	63,984.38	468,984.38	532,968.76
11/01/2049			52,593.75	52,593.75	
05/01/2050	430,000	5.625%	52,593.75	482,593.75	535,187.50
11/01/2050			40,500.00	40,500.00	
05/01/2051	455,000	5.625%	40,500.00	495,500.00	536,000.00

BOND DEBT SERVICE

\$7,655,000

Wind Meadows South Community Development District
 (City of Bartow, Florida)
 Special Assessment Bonds, Series 2023
 (Assessment Area Two Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2051			27,703.13	27,703.13	
05/01/2052	480,000	5.625%	27,703.13	507,703.13	535,406.26
11/01/2052			14,203.13	14,203.13	
05/01/2053	505,000	5.625%	14,203.13	519,203.13	533,406.26
	7,655,000		8,182,652.87	15,837,652.87	15,837,652.87

\$7,655,000
Wind Meadows South Community Development District
(City of Bartow, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.512677%)
05/11/23	Beg Bal	-6,592,281.37	-7,760,459.89
05/11/23		1,036,171.03	1,219,784.66
05/11/23		780,184.80	918,436.66
05/11/23		4,317.50	5,082.58
05/19/23		292.00	343.33
05/30/23		278,271.73	326,643.74
06/12/23		273,699.00	320,694.29
06/12/23		530,273.76	621,324.03
06/12/23		11,475.00	13,445.31
06/22/23		221,982.00	259,704.66
06/22/23		24,670.02	28,862.34
06/22/23		2,110.00	2,468.56
06/22/23		30,730.20	35,952.36
06/22/23		496,222.20	580,548.05
07/27/23		140,539.50	163,555.17
07/27/23		236,681.19	275,441.65
07/27/23		9,025.00	10,502.99
07/27/23		40,800.00	47,481.67
07/27/23		59,161.79	68,850.51
08/01/23		2,641.92	3,072.72
08/01/23		22,136.00	25,745.57
08/22/23		109,215.00	126,621.68
08/22/23		27,355.63	31,715.57
08/22/23		625.00	724.61
08/22/23		1,700.00	1,970.95
08/22/23		351,000.00	406,942.35
09/11/23		6,067.93	7,014.87
10/02/23		56,064.00	64,607.91
10/06/23		-6,067.93	-6,988.43
10/10/23		13,684.73	15,751.18
10/10/23		112,330.80	129,293.19
10/10/23		115,789.95	133,274.69
10/10/23		140,300.10	161,485.97
10/19/23		875.00	1,005.76
10/26/23		80,993.21	92,998.46
10/26/23		65,673.00	75,407.41
11/17/23		45,726.70	52,338.27
11/21/23		1,001,236.14	1,145,311.41
11/21/23		225,081.00	257,469.57
11/21/23		35,950.35	41,123.51
11/27/23		58,659.79	67,039.99
12/05/23		11,343.02	12,947.84
05/06/24		250.00	278.93
05/21/24		109.50	121.90
07/19/24		125.00	137.94
07/19/24		-830.85	-916.85
12/27/24		-261,762.50	-282,043.13

\$7,655,000
Wind Meadows South Community Development District
(City of Bartow, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.512677%)
03/13/25		684.00	728.58
03/13/25		265,493.78	282,798.17

05/11/26	TOTALS:	66,775.62	-13,356.74

ISSUE DATE:	05/11/23	REBATABLE ARBITRAGE:	-13,356.74
COMP DATE:	05/11/26	NET INCOME:	66,775.62
BOND YIELD:	5.512677%	TAX INV YIELD:	4.692818%

\$7,655,000
Wind Meadows South Community Development District
(City of Bartow, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.512677%)
05/11/23	Beg Bal	-523,525.00	-616,295.72
06/02/23		1,398.82	1,641.48
07/05/23		2,013.34	2,350.86
08/02/23		2,108.53	2,451.98
09/05/23		2,190.85	2,535.04
10/03/23		2,124.77	2,448.21
11/02/23		2,203.34	2,527.64
12/04/23		2,139.78	2,442.89
01/03/24		2,210.07	2,512.10
02/02/24		2,200.94	2,490.79
03/04/24		2,045.72	2,303.97
04/02/24		2,187.09	2,452.79
05/02/24		2,113.83	2,359.91
06/04/24		2,186.69	2,429.48
07/02/24		2,117.26	2,342.41
08/02/24		2,186.45	2,408.02
09/04/24		2,181.47	2,390.95
10/02/24		2,040.34	2,226.83
11/04/24		1,991.75	2,163.32
12/03/24		1,852.88	2,003.69
12/20/24		2.36	2.55
12/27/24		261,762.50	282,043.13
01/03/25		1,708.57	1,839.28
02/04/25		891.85	955.59
03/04/25		800.40	853.73
04/02/25		879.87	934.53
05/02/25		849.93	898.65
06/03/25		870.81	916.43
07/02/25		841.16	881.35
08/04/25		870.15	907.33
09/03/25		870.03	903.24
10/02/25		827.45	855.28
11/04/25		832.15	855.99
12/02/25		771.91	790.67
01/05/26		758.90	773.48
02/03/26		738.03	749.04
03/03/26		662.39	669.23
04/02/26		729.07	733.38
05/04/26		703.41	704.15

\$7,655,000
Wind Meadows South Community Development District
(City of Bartow, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.512677%)
05/11/26	Bal	261,762.50	261,762.50
05/11/26	Acc	249.60	249.60

05/11/26	TOTALS:	54,351.96	-12,534.23

ISSUE DATE:	05/11/23	REBATABLE ARBITRAGE:	-12,534.23
COMP DATE:	05/11/26	NET INCOME:	54,351.96
BOND YIELD:	5.512677%	TAX INV YIELD:	4.546849%

\$7,655,000
Wind Meadows South Community Development District
(City of Bartow, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.512677%)
05/11/23	Beg Bal	-195,346.53	-229,962.71
08/21/23		2,066.66	2,396.41
09/01/23		822.95	952.82
10/03/23		792.83	913.52
11/01/23		195,346.53	224,132.50
11/02/23		822.15	943.16

05/11/26	TOTALS:	4,504.59	-624.32

ISSUE DATE:	05/11/23	REBATABLE ARBITRAGE:	-624.32
COMP DATE:	05/11/26	NET INCOME:	4,504.59
BOND YIELD:	5.512677%	TAX INV YIELD:	4.918169%

\$7,655,000
Wind Meadows South Community Development District
(City of Bartow, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.512677%)
05/11/23	Beg Bal	-182,225.00	-214,516.00
05/11/23		53,000.00	62,391.81
05/11/23		45,000.00	52,974.18
05/11/23		40,000.00	47,088.16
05/11/23		30,000.00	35,316.12
05/11/23		6,000.00	7,063.22
05/11/23		1,750.00	2,060.11
05/15/23		6,125.00	7,206.02
12/06/23		362.77	414.03
01/03/24		0.25	0.28

05/11/26	TOTALS:	13.02	-2.06

ISSUE DATE:	05/11/23	REBATABLE ARBITRAGE:	-2.06
COMP DATE:	05/11/26	NET INCOME:	13.02
BOND YIELD:	5.512677%	TAX INV YIELD:	4.844809%

\$7,655,000
Wind Meadows South Community Development District
(City of Bartow, Florida)
Special Assessment Bonds, Series 2023
(Assessment Area Two Project)
Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.512677%)
05/11/24		-2,070.00	-2,307.84
05/11/25		-2,120.00	-2,238.48
05/11/26		-2,170.00	-2,170.00

05/11/26	TOTALS:	-6,360.00	-6,716.31

ISSUE DATE: 05/11/23 REBATABLE ARBITRAGE: -6,716.31
COMP DATE: 05/11/26
BOND YIELD: 5.512677%

SECTION 5

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Wind Meadows South Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing an Assistant Secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. DISTRICT OFFICERS. The following persons are elected to the offices shown:

Assistant Secretary David Kalin

SECTION 2. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED 26nd day of May 2026

ATTEST:

**WIND MEADOWS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:

Katie O'Rourke

0B6140832D314E4...

Secretary/Assistant Secretary

DocuSigned by:

Lori Campagna

D947D888861E4A9...

Chairperson, Board of Supervisors

SECTION 6

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

FINANCIAL STATEMENTS

September 30, 2025

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
September 30, 2025

CONTENTS

	<u>PAGE</u>
Independent Auditors' Report.....	1-3
Management's Discussion and Analysis	4-8
Government-wide Financial Statements:	
Statement of Net Position	9
Statement of Activities.....	10
Fund Financial Statements:	
Balance Sheet – General Fund.....	11
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities.....	12
Statement of Revenues, Expenditures and Changes in Fund Balances – General Fund	13
Reconciliation of Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	14
Notes to the Financial Statements.....	15-26
Required Supplementary Information	
Statement of Revenues and Expenditures – Budget and Actual – General Fund.....	27
Notes to Required Supplementary Information	28
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	29-30
Independent Auditor's Report on Compliance With the Requirements of Section 218.415, Florida Statutes, Required by Rule 10.556(10) of the Auditor General of the State of Florida	31
Auditor's Management Letter Required by Chapter 10.550, <i>Florida Statutes</i>	32-34

INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors
Wind Meadows South Community Development District
City of Bartow, Florida

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Wind Meadows South Community Development District, City of Bartow, Florida ("District") as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated May 29, 2026, on our consideration of the Wind Meadows South Community Development District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated May 29, 2026 on our consideration of the District's compliance with requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation Standards established by the American Institute of Certified Public Accountants.

DiBartolomeo, McBee, Hartley & Barnes
DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
May 29, 2026

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

Our discussion and analysis of Wind Meadows South Community Development District, City of Bartow, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$2,501,271.
- The change in the District's total net position in comparison with the prior fiscal year was \$686,953, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$1,414,624. A portion of fund balance is restricted for nonspendable prepaid items, debt service and future capital repairs and replacement, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

The government-wide financial statements include all governmental activities that are principally supported by developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance and operations.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund. All funds are major funds. The District adopts an annual appropriated budget for its general fund and capital projects fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

GOVERNMENT WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year. A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure). These assets are used to provide services to residents; consequently, these assets are not available for future spending. The balance of unrestricted net position may be used to meet the District's obligations.

Key components of net position were as follows:

Statement of Net Position		
	2025	2024
Current assets	\$ 1,449,560	\$ 1,443,107
Capital assets	17,686,907	17,420,604
Total assets	<u>19,136,467</u>	<u>18,863,711</u>
Current liabilities	658,987	719,781
Long-term liabilities	15,976,209	16,329,612
Total liabilities	<u>16,635,196</u>	<u>17,049,393</u>
Net position		
Net invested in capital assets	1,385,698	741,448
Restricted for debt service	735,720	944,206
Restricted for capital projects	150,991	4,297
Unrestricted	228,862	124,367
Total net position	<u>\$ 2,501,271</u>	<u>\$ 1,814,318</u>

The District's net position decreased during the most recent fiscal year. The majority of the change represents the degree to which program revenues exceeded the ongoing cost of operations.

Key elements of the District's change in net position are reflected in the following table:

Change in Net Position		
	2025	2024
Program revenues	\$ 2,023,056	\$ 3,684,465
General revenues	11,683	83,323
Total revenues	<u>2,034,739</u>	<u>3,767,788</u>
Expenses		
General government	106,842	211,291
Maintenance and operations	395,636	139,845
Culture and recreation	123,032	99,304
Interest on long-term debt	722,276	729,713
Total expenses	<u>1,347,786</u>	<u>1,180,153</u>
Change in net position	686,953	2,587,635
Net position - beginning of year	1,814,318	(773,317)
Net position - end of year	<u>\$ 2,501,271</u>	<u>\$ 1,814,318</u>

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was \$1,347,786, which consisted of interest on long-term debt and costs associated with constructed and maintaining certain capital improvements. The costs of the District's activities were funded by developer contributions and assessments.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

The variance between budgeted and actual general fund revenues is not considered significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

CAPITAL ASSETS

Capital Assets

At September 30, 2025, the District had \$17,686,907 invested in construction in process. Construction in process has not completed as of September 30, 2025 and therefore is not depreciated to date. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$16,301,209 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the accompanying notes to the financial statements.

ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION

For the fiscal year 2026, the District anticipates that the cost of general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget, an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Wind Meadows South Community Development District's Finance Department at 219 E. Livingston Street, Orlando Florida 32801.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF NET POSITION

September 30, 2025

	GOVERNMENTAL ACTIVITIES
ASSETS	
Cash and cash equivalents	\$ 278,485
Investments	106,532
Assessments receivable	3,854
Prepaid items	28,039
Restricted assets:	
Investments	1,032,650
Capital assets:	
Non-depreciable	17,686,907
TOTAL ASSETS	\$ 19,136,467
LIABILITIES	
Accounts payable and accrued expenses	\$ 34,936
Accrued interest payable	299,051
Bonds payable, due within one year	325,000
Bonds payable, due in more than one year	15,976,209
TOTAL LIABILITIES	16,635,196
NET POSITION	
Net investment in capital assets	1,385,698
Restricted for:	
Debt service	735,720
Capital projects	150,991
Unrestricted	228,862
TOTAL NET POSITION	\$ 2,501,271

The accompanying notes are an integral part of this financial statement

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF ACTIVITIES Year Ended September 30, 2025

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental activities					
General government	\$ 106,842	\$ 106,842	\$ -	\$ -	\$ -
Maintenance and operations	395,636	638,449	-	35,778	278,591
Culture and recreation	123,032	123,032	-	-	-
Interest on long-term debt	722,276	1,069,413	49,542	-	396,679
Total governmental activities	<u>\$ 1,347,786</u>	<u>\$1,937,736</u>	<u>\$ 49,542</u>	<u>\$ 35,778</u>	<u>675,270</u>
General revenues:					
Unrestricted investment earnings					6,533
Miscellaneous income					5,150
Total general revenues					<u>11,683</u>
Change in net position					<u>686,953</u>
Net position - October 1, 2024					<u>1,814,318</u>
Net position - September 30, 2025					<u>\$ 2,501,271</u>

The accompanying notes are an integral part of this financial statement

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT**BALANCE SHEET – GOVERNMENTAL FUNDS**

September 30, 2025

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>TOTAL GOVERNMENTAL FUNDS</u>
<u>ASSETS</u>				
Cash and cash equivalents	\$ 127,494	\$ -	\$ 150,991	\$ 278,485
Investments	106,532	1,032,650	-	1,139,182
Assessments receivable	1,746	2,108	-	3,854
Due from other funds	-	13	-	13
Prepaid items	28,039	-	-	28,039
TOTAL ASSETS	<u>\$ 263,811</u>	<u>\$ 1,034,771</u>	<u>\$ 150,991</u>	<u>\$ 1,449,573</u>
<u>LIABILITIES AND FUND BALANCES</u>				
<u>LIABILITIES</u>				
Accounts payable and accrued expenses	\$ 34,936	\$ -	\$ -	\$ 34,936
Due to other funds	13	-	-	13
TOTAL LIABILITIES	<u>34,949</u>	<u>-</u>	<u>-</u>	<u>34,949</u>
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid items	28,039	-	-	28,039
Restricted for:				
Debt service	-	1,034,771	-	1,034,771
Capital projects	-	-	150,991	150,991
Unassigned	200,823	-	-	200,823
TOTAL FUND BALANCES	<u>228,862</u>	<u>1,034,771</u>	<u>150,991</u>	<u>1,414,624</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 263,811</u>	<u>\$ 1,034,771</u>	<u>\$ 150,991</u>	<u>\$ 1,449,573</u>

The accompanying notes are an integral part of this financial statement

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2025

Total Governmental Fund Balances in the Balance Sheet	\$ 1,414,624

Amount reported for governmental activities in the Statement of Net
Assets are different because:

Capital asset used in governmental activities are not financial
resources and therefore are not reported in the governmental funds:

Governmental capital assets	17,686,907

Certain liabilities are not due and payable in the current period
and therefore are not reported in the funds:

Accrued interest payable	(299,051)
Original issue discount	8,221
Unamortized bond premium	(154,430)
Governmental bonds payable	(16,155,000)

Net Position of Governmental Activities	<u>\$ 2,501,271</u>

The accompanying notes are an integral part of this financial statement

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES

IN FUND BALANCES – GOVERNMENTAL FUNDS

Year Ended September 30, 2025

	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	TOTAL GOVERNMENTAL FUNDS
REVENUES				
Developer contributions	\$ -	\$ -	\$ 34,669	\$ 34,669
Assessments	868,323	1,069,413	-	1,937,736
Miscellaneous revenue	5,150	-	-	5,150
Investment earnings	6,533	49,542	1,109	57,184
TOTAL REVENUES	<u>880,006</u>	<u>1,118,955</u>	<u>35,778</u>	<u>2,034,739</u>
EXPENDITURES				
General government	106,842	-	-	106,842
Maintenance and operations	395,636	-	-	395,636
Culture and recreation	123,032			123,032
Capital outlay	-	-	266,303	266,303
Debt				
Principal	-	340,000	-	340,000
Interest expense	-	730,228	-	730,228
TOTAL EXPENDITURES	<u>625,510</u>	<u>1,070,228</u>	<u>266,303</u>	<u>1,962,041</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	254,496	48,727	(230,525)	72,698
OTHER SOURCES (USES)				
Transfers in (out)	(150,000)	(261,763)	411,763	-
TOTAL OTHER SOURCES (USES)	<u>(150,000)</u>	<u>(261,763)</u>	<u>411,763</u>	<u>-</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES AND OTHER SOURCES (USES)	104,496	(213,036)	181,238	72,698
FUND BALANCE				
Beginning of year	124,366	1,247,807	(30,247)	1,341,926
End of year	<u>\$ 228,862</u>	<u>\$ 1,034,771</u>	<u>\$ 150,991</u>	<u>\$ 1,414,624</u>

The accompanying notes are an integral part of this financial statement

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
Year Ended September 30, 2025

Net Change in Fund Balances - Total Governmental Funds	\$	72,698

Amount reported for governmental activities in the Statement of Activities
are different because:

Governmental funds report capital outlays as expenditures. However,
in the Statement of Activities, the costs of those assets are depreciated
over their estimated useful lives:

Capital outlay		266,303

Repayment of long-term liabilities are reported as expenditures in the
governmental fund financial statements, but such repayments reduce
liabilities in the Statement of Net Position and are eliminated in the
Statement of Activities:

Payments on long-term debt		340,000

Certain items reported in the Statement of Activities do not require
the use of current financial resources and therefore are not reported
expenditures in the governmental funds:

Change in accrued interest payable		4,549
Provision for amortization of bond premium		3,530
Provision for amortization of bond discount		(127)

Change in Net Position of Governmental Activities	\$	686,953

The accompanying notes are an integral part of this financial statement

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE A- NATURE OF ORGANIZATION AND REPORTING ENTITY

Wind Meadows South Community Development District ("District") was created on June 7, 2021 by the City Commission of the City of Bartow, Ordinance No. 2021-10 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and was amended by Ordinance No. 2022-22, effective January 3, 2023. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The majority of the Board members were affiliated with the Developer as of September 30, 2025. The Supervisors are elected on an at large basis by the property owners within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing Improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other Items not included among program revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the economic financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are recorded when a liability is incurred, as under accrual accounting.

Assessments

Assessments are non-ad valorem assessments on benefitted lands within the District. Assessments are levied to pay for the operations and maintenance of the District and to repay long-term debt. The fiscal year for which annual assessments are levied begins on October 1 each year. Debt assessments are levied at the time of issuance and collected annually. The District's annual assessments may be directly billed and collected by the District, or may be billed and collected by the County Tax Collector. For assessments billed and collected by the County Tax Collector, discounts are available for payments through February 28, and unpaid assessments become delinquent on April 1. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)

Assessments (continued)

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest of long-term debt.

Capital Projects Fund

The capital projects fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure with the District.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Deposits and Investments (continued)

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Capital Assets (continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

Committed fund balance - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance - Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board can assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE C - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE D – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances, including certificates of deposit, were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2025:

Investment	Fair Value	Credit Risk	Maturities
Money Market Mutual Funds - First American Treasury Obligation	\$ 1,032,650	S&P AAAm	Weighted average of the fund portfolio: 45 days
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	106,532	S&P AAAm	Weighted average maturity: 47 days
Total Investments	<u>\$ 1,139,182</u>		

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE D – DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. The investments listed in the schedule above are not evidenced by securities that exist in physical or book entry form.

Credit risk - For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk - The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk - The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Fair Value Measurement - When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District's investments have been reported at amortized cost above.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE D – DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

The District participated in the following external investment pools:

The State Board of Administration for participation in the Local Government Investment Pool (Florida Prime™) created by Section 218.415, Florida Statutes is an investment pool that operates under investment guidelines established by Section 215.47, Florida Statutes. The District's investments in Florida Prime™, a qualified external investment pool, meet the requirements of GASB Statement No. 79 and are reported at amortized cost.

NOTE E – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2025 were as follows:

<u>Fund</u>	<u>Transfer In</u>	<u>Transfer Out</u>
General	\$ -	\$ 150,000
Debt service	-	261,763
Capital projects	411,763	-
Total	<u>\$ 411,763</u>	<u>\$ 411,763</u>

Transfers are used to move revenues and other financing sources from the fund where the collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the general and capital projects funds were made in accordance with the Bond Indentures.

NOTE F - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	<u>Balance</u> <u>10/01/2024</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance</u> <u>09/30/2025</u>
Governmental activities:				
Capital assets, not being depreciated:				
Construction in progress	\$ 17,420,604	\$ 266,303	\$ -	\$ 17,686,907
Total capital assets, not being depreciated	<u>17,420,604</u>	<u>266,303</u>	<u>-</u>	<u>17,686,907</u>
Governmental activities capital assets - net	<u>\$ 17,420,604</u>	<u>\$ 266,303</u>	<u>\$ -</u>	<u>\$ 17,686,907</u>

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE F - CAPITAL ASSETS (CONTINUED)

The total project cost of the infrastructure improvements have been estimated at \$22 million. The District Capital Improvement Project (“CIP”) is being built in two phases. A portion of the project costs is expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. The infrastructure will include roadways, potable water and wastewater systems, street lighting, land improvements, amenity/recreational improvements, and other public improvements. Upon completion, certain infrastructure is to be conveyed to others for ownership and maintenance.

Developer contributions to the capital projects fund for the current fiscal year were \$34,669.

NOTE G – LONG-TERM LIABILITIES

\$9,335,000 Special Assessment Bonds, Series 2021 – On October 15, 2021 the District issued \$9,335,000 in Special Assessment Bonds, Series 2021. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable May, 2052. The Bonds bear interest ranging from 2.44% to 4.0% payable semi-annually on the first day of each May and November. Principal is due serially each May 1, commencing May 2023.

\$7,655,000 Special Assessment Bonds, Series 2023 – On May 11, 2023 the District issued \$7,655,000 in Special Assessment Bonds, Series 2023. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable May, 2053. The Bonds bear interest ranging from 5.625% to 6.5% payable semi-annually on the first day of each May and November. Principal is due serially each May 1, commencing May 2024.

The Series 2021 and 2023 Bonds are subject to redemption at the option of the District prior to maturity. The Series 2021 and 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The requirements have been met for the fiscal year ended September 30, 2025.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE G – LONG-TERM LIABILITIES (CONTINUED)

The following is a summary of activity in the long-term debt of the District for the year ended September 30, 2025:

	Balance 10/01/2024	Additions	Deletions	Balance 09/30/2025	Due Within One Year
Special Assessment Bonds, Series 2021	\$ 8,950,000	\$ -	\$ 225,000	\$ 8,725,000	\$ 205,000
Special Assessment Bonds, Series 2023	7,545,000	-	115,000	7,430,000	120,000
	16,495,000	-	340,000	16,155,000	325,000
Unamortized bond premium	157,960		3,530	154,430	
Unamortized bond discount	(8,348)	-	(127)	(8,221)	-
	<u>\$ 16,644,612</u>	<u>\$ -</u>	<u>\$ 343,403</u>	<u>\$ 16,301,209</u>	<u>\$ 325,000</u>

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2025 are as follows:

September 30,	Principal	Interest	Total
2026	\$ 325,000	\$ 719,285	\$ 1,044,285
2027	335,000	708,965	1,043,965
2028	345,000	697,145	1,042,145
2029	360,000	684,953	1,044,953
2030	375,000	672,163	1,047,163
2031-2035	2,105,000	3,130,953	5,235,953
2036-2040	2,585,000	2,651,694	5,236,694
2041-2045	3,220,000	2,039,013	5,259,013
2046-2050	4,075,000	1,204,613	5,279,613
2051-2053	2,430,000	224,613	2,654,613
	<u>\$ 16,155,000</u>	<u>\$ 12,733,397</u>	<u>\$ 28,888,397</u>

NOTE H – DEVELOPER TRANSACTIONS

The Developer owns a portion of the land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer. See Note F for other Developer transactions.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

September 30, 2025

NOTE I - MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE J - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims from these risks have not exceeded commercial insurance coverage over the past three years.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL – GENERAL FUND
Year Ended September 30, 2025

	<u>* BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE WITH FINAL BUDGET POSITIVE (NEGATIVE)</u>
REVENUES			
Assessments	\$ 864,170	\$ 868,323	\$ 4,153
Investment earnings	-	6,533	6,533
Miscellaneous revenue	-	5,150	5,150
TOTAL REVENUES	<u>864,170</u>	<u>880,006</u>	<u>15,836</u>
EXPENDITURES			
Current			
General government	144,932	106,842	38,090
Maintenance and operations	393,538	395,636	(2,098)
Culture and recreation	175,700	123,032	52,668
TOTAL EXPENDITURES	<u>714,170</u>	<u>625,510</u>	<u>88,660</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>150,000</u>	<u>254,496</u>	<u>104,496</u>
OTHER FINANCING SOURCES			
Capital Reserve Transfer	<u>(150,000)</u>	<u>(150,000)</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(150,000)</u>	<u>(150,000)</u>	<u>-</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES AND OTHER SOURCES (USES)	<u>\$ -</u>	<u>104,496</u>	<u>\$ 104,496</u>
FUND BALANCES			
Beginning of year		<u>124,366</u>	
End of year		<u>\$ 228,862</u>	

* Original and final budget.

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

The variance between budgeted and actual general fund revenues is not considered significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING
STANDARDS*

To the Board of Directors
Wind Meadows South Community Development District
City of Bartow, Florida

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Wind Meadows South Community Development District, as of September 30, 2025 and for the year ended September 30, 2025, which collectively comprise the Wind Meadows South Community Development District's basic financial statements and have issued our report thereon dated May 29, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



DiBartolomeo, McBee, Hartley & Barnes, P.A.

Fort Pierce, Florida

May 29, 2026

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF
SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Directors
Wind Meadows South Community Development District
City of Bartow, Florida

We have examined Wind Meadows South Community Development District, City of Bartow, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Wind Meadows South Community Development District, City of Bartow, Florida and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee Hartley & Barnes, P.A.
Fort Pierce, Florida
May 29, 2026

Management Letter

To the Board of Supervisors
Wind Meadows South Community Development District
City of Bartow, Florida

Report on the Financial Statements

We have audited the financial statements of Wind Meadows South Community Development District as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated May 29, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated May 29, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the District did not authorize a PACE program pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the District's geographical boundaries during the fiscal year under audit.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Wind Meadows South Community Development District reported:

- a. The total number of district employees compensated in the last pay period of the District's fiscal year as 3.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year as 9.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$3,400.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$771,011.
- e. The District does not have any construction projects with a total cost of at least \$65,000 that are scheduled to begin on or after October 1 of the fiscal year being reported.
- f. The District did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Wind Meadows South Community Development District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District range from \$249 to \$1,344 per residential unit.
- b. The total amount of special assessments collected by or on behalf of the District as \$1,937,736.
- c. The total amount of outstanding bonds issued by the District as \$16,155,000.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes
DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
May 29, 2026

SECTION 7

ESTIMATE	#2299
ESTIMATE DATE	Jun 8, 2026
TOTAL	\$6,778.32

Wind Meadows South CDD
1785 Quiet Quail Blvd
Bartow, FL 33830

(407) 460-4424
ABailey@gmscfl.com

CONTACT US

P.O. Box 471126
Lake Monroe, FL 32747

(407) 413-0442
tpglighting@gmail.com

ESTIMATE

Copy of Segment #1

Materials	qty	unit price	amount
Greenery/Bows - 9' Section of Warm White Lit Garland [Main Entrance] Wrapping the upper portion of each entrance sign in warm white lit garland.	2.0	\$147.90	\$295.80
Greenery/Bows - Red Outdura Commercial-Grade 3D Bow (12"W x 18"L) [Main Entrance] Centering on each entrance sign garland a red commercial-grade 3d bow.	2.0	\$62.44	\$124.88
Mini/C9 Lights - C9 Temporary String Lighting [Main Entrance] Wrapping each of the blueberry bushes adjoining each side of the entrance signs in warm white c9 string lights. (4 total bushes)	4.0	\$500.00	\$2,000.00
Specialty Lights - 16" Twinkling Animated Warm White Spritzer [Main Entrance] Scattering in each flower bed nine 16' animated twinkling warm white spritzers. (18 total spritzers)	18.0	\$62.68	\$1,128.24
Mini/C9 Lights - C9 Temporary Ground-Level Lighting [Main Entrance] Lining the edge of both flower beds in alternating red and warm white c9 ground level lights.	84.0	\$6.98	\$586.32
Greenery/Bows - 36" Warm White Lit Wreath with Commercial-Grade 3D Bow [Amenity Center] Centering on entryway a 36" warm white lit wreath crowed with a red commercial-grade 3d bow.	1.0	\$252.52	\$252.52
Mini/C9 Lights - C9 Temporary Roofline Lighting [Amenity Center] Lining the entire roofline in warm white c9 lights.	158.0	\$7.98	\$1,260.84
Mini/C9 Lights - 5mm Mini Light Strand (Per Strand) [Amenity Center] Wrapping the two small bushes on both sides of entryway in warm white mini lights.	10.0	\$29.98	\$299.80
Mini/C9 Lights - C9 Temporary Roofline Lighting [Mail Center] Wrapping the entire roofline in warm white c9 lights.	104.0	\$7.98	\$829.92

Materials subtotal: \$6,778.32

Subtotal	\$6,778.32
Tax (FL Sales Tax 7%)	\$0.00

Total **\$6,778.32**

By approving this project, you acknowledge that you have read, understand, and agree to the Terms and Conditions. For a digital view of our disclaimers, copy and paste this URL into your web browser:

<https://pro.housecallpro.com/TPGLightingLLC/435919/terms>

SECTION 8

PUBLIC SECTOR

Insurance Proposal

October 1, 2026 - October 1, 2027

WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT
DISTRICT



Table of Contents

Overview	1
The Agency of Brown & Brown, Public Sector	
An Introduction to Your Service Team	
Preferred Governmental Insurance Trust	
Claims Services & Safety and Risk Management Services	
Property/Inland Marine/Equipment Breakdown	2
General Liability	3
Deadly Weapon Protection	4
Public Officials & Employment Practices Liability	5
Cyber Liability	6
Automobile Liability	7
Broker Recommendation/Premium Recapitulation	8
Notes of Importance	
Compensation Disclosures	
Carrier Financial Status	
Guide to Best's Ratings	
Items Required Prior to Binding	9
Acceptance of Proposal – Premium Recapitulation	
Package Application	
Uninsured Motorist Form	
<i>Preferred</i> Signature Page	
<i>Preferred</i> Participation Agreement	

Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Stephen Scullian, CPCU, ARM Senior Vice President / Insurance Broker	(386) 239-7211	Stephen.Scullian@bbrown.com
Justin Anselmo, CRIS Senior Vice President / Insurance Broker	(386) 239-8821	Justin.Anselmo@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Michelle Perry Vice President / Business Development	(386) 366-6378	Michelle.Perry@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Devyn Donley Public Risk Advisor	(386) 239-4070	Devyn.Donley@bbrown.com
Ethan Reedy Insurance Broker	(386) 239-7264	Ethan.Reedy@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Megan Feinberg Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Mallory Moretti Public Risk & Claims Specialist	(386) 800-1164	Mallory.Moretti@bbrown.com

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Preferred Governmental Insurance Trust (*Preferred*)
Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

Preferred's Member Types		
Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

Preferred's Comprehensive Coverages		
Property	Workers' Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability

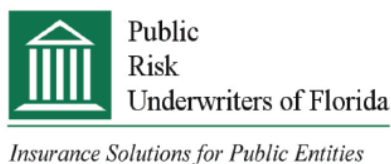
The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred's* sole focus on government ensures that members' unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping Preferred as the premier public entity insurer of its kind.

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

***Preferred* Safety and Risk Management Services**

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a "Best Practice" measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – *Preferred's* Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Property – Inland Marine

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$1,812,765	Blanket Value Buildings and Contents
Special Property Coverages	
\$1,000,000	Flood
\$1,000,000	Earth Movement
Not Included	TRIA Terrorism
Inland Marine (Per Schedule Provided)	
\$100,000	Blanket Unscheduled Inland Marine***
Included in Blanket	Communication Equipment***
Included in Blanket	Contractor's / Mobile Equipment***
\$15,000	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
\$50,000	Other Inland Marine
Not Included	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: \$2,500 per Occurrence – Buildings and Contents, Earth Movement

3% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$10,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine.

\$2,500 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be scheduled.

Property – Inland Marine

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,**
 - c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current Coverage Agreement period, *Preferred* will not charge an additional premium for **new locations** if the value of a **new location** or total value of all **new locations** at the same physical address that are acquired or newly constructed during the coverage agreement period **is less than \$15,000,000** and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then premium is due at the time the location is added.
8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
- 9. *Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect. In addition, trending will be provided every 3 years to ensure adequate Replacement values are insured.**

Property – Inland Marine

Sublimits of Coverage	
Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
\$500,000	Accounts Receivable, per occurrence
\$1,000,000	Additional Expense
\$40,000	Animals, annual aggregate
\$500,000	Business Income
\$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
\$500,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
\$250,000	Errors and Omissions, per occurrence
\$5,000	Expediting Expense, per occurrence
\$25,000	Fire Department Charges, per occurrence
\$50,000	Fungus Cleanup Expense, annual aggregate
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
\$50,000	Personal Property of Employees, per occurrence
\$50,000	Pollution Cleanup Expense, annual aggregate
\$250,000	Preservation of Property, per occurrence
\$20,000	Professional Fees, per occurrence
\$150,000	Property at Miscellaneous Unnamed Locations
\$10,000	Recertification, per occurrence
\$100,000	Service Interruption Coverage, per occurrence
\$250,000	Transit, per occurrence

Property – Inland Marine Major Exclusions

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. **Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Dune walkovers, unless loss is at a covered location and from a specified peril other than collapse. **No wind coverage is afforded for dune walkovers.**
15. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
16. Personal property of volunteers.
17. Underground pipes, unless loss is from a specified peril.
18. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.
19. Loss or damage to any portion of the roof, roof surfacing, awnings, or covered walkways that alters only the appearance of any portion of the roof, roof coverings, awnings or covered walkways (including but not limited to marring, pitting, scratches, or dents) but does not result in damage that allows the penetration of water through the roof covering or result in the failure of the roof covering to perform its intended function to keep out elements over an extended period of time. Roof coverings means shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof, and includes all materials used in securing the roof surface and all materials applied to or used under the roof surface for moisture protection.

Property – Inland Marine Major Exclusions

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Data Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

“Named Storm” Definition: “...*the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named...*” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Equipment Breakdown

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$1,812,765
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

General Liability

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$0 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	\$5,000	
Employee Benefits Liability, per Occurrence	\$1,000,000	
Sublimits		
Vicarious Law Enforcement Liability, per Occurrence	\$1,000,000	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, “Bert J. Harris, Jr., Private Property Rights Protection Act” per Occurrence / Annual Aggregate.	\$100,000	
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Deadly Weapon Protection

Term: October 1, 2026 to October 1, 2027
Company: Preferred Governmental Insurance Trust (*Preferred*)
Form: Claims Made

Deadly Weapon Protection – Claims Made		
Retroactive Date: 10/1/2026		
Coverage	Limit	Deductible
Deadly Weapon Event (Including Claims Expenses), per event	\$1,000,000	\$0 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	\$0 Per Event
Demolition, Clearance, and Memorialization, per event	\$250,000	
Extra Expense, per event	\$250,000	
Crisis Management	Included	
Property Damage Extension, per event	Included	
Counseling Services, per event	\$250,000	
Funeral Expenses, per event	\$250,000	
Claims Expenses	Included	
Medical Expense, per person	\$25,000	
Accidental Death & Dismemberment, per person	\$50,000	

Notes of Importance:

1. **Coverage limited to scheduled locations only.**
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
 - owned, leased, rented or occupied by the Covered Party.
 - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.
- Swatting and any other fictitious event of hoax.

Deadly Weapon Protection

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Public Officials Liability/Employment Practices Liability

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$0 Per Claim
Employment Practices Liability Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$0 Per Claim
Sublimits		
Employee Pre-Termination Legal Consultation Services Per Employee Aggregate	\$2,500 \$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers' Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers' Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Cyber Liability

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability Retroactive Date: 10/1/2026		
Coverage	Limit	Deductible
Policy Limit – Annual Aggregate	\$2,000,000	Per Below
Third Party Liability Coverage		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
Cyber Crime, refer to form for sublimits – Annual Aggregate	\$500,000	\$25,000
Social Engineering Financial Fraud*	\$500,000	\$25,000
Funds Transfer Fraud	\$500,000	\$25,000
Invoice Manipulation	\$500,000	\$25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate	\$500,000	\$25,000
Crypto Jacking	\$500,000	\$25,000
Telecommunications Fraud	\$500,000	\$25,000
System Failure – BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Bricking Coverage, sublimit	\$1,000,000	\$25,000
Consequential Reputation Loss Period of Restoration	\$1,000,000 6 Months	14 Days

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are included in the policy limits.
2. Deductible does apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability

Term:

October 1, 2026 to October 1, 2027

Company:

Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 0 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	8,9	\$0 Each Accident
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	N/A	N/A	N/A
Uninsured Motorist	Rejected	N/A	N/A

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability

Description of Covered Auto Designation Symbols:

SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<i>Preferred Package</i>			
Property including Equipment Breakdown	\$11,798.00	☐	☐
Inland Marine	\$325.00	☐	☐
General Liability	\$5,000.00	☐	☐
Deadly Weapon Protection*	Included		
Public Officials / Employment Practices Liability	\$2,400.00	☐	☐
Cyber Liability	\$500.00	☐	☐
Automobile Liability	\$600.00	☐	☐
Package Payment Plan:	Annual		

***Deadly Weapon Protection Coverage:** Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, **MUST BE** reported to **AND APPROVED** by Preferred **PRIOR** to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/01/2026. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

Compensation: As a licensed insurance producer/broker/agent, Brown & Brown entities (“we”) are generally authorized by our license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. If you have any questions, or require additional information, please contact your Brown & Brown team, or, if you prefer, submit your question or request online at <https://www.bbrown.com/us/contact/contact-general/>

***PREFERRED* Compensation Disclosure**

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Public Risk Underwriters is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the policy year presented herein, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred*'s operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, up to 9.75% of the *Preferred* premiums billed and collected.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies. The wholesale insurance broker may provide the following services to *Preferred*:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to *Preferred* for your coverage.

Notice of Carrier Financial Status

Brown & Brown, Inc., its subsidiaries and affiliates do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavor to place your coverage with insurance carriers rated “A-” or better by AM Best Company. However, we cannot predict whether a company’s financial condition will improve or deteriorate over time.

This notice is provided to allow you to make an informed decision regarding the placement of your insurance. Upon your request, we will attempt to obtain alternative quotes from insurance carriers rated “A-” or better by AM Best Company. Please note the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Insurance coverage is being quoted with/provided by the Preferred Governmental Insurance Trust (“Preferred”), which is a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes. The Trust is not rated by the AM Best Company or subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds/trusts may change rapidly and is beyond the control of Brown & Brown.
- You have had an adequate opportunity to make a thorough and complete inquiry into the financial condition and the terms and conditions of membership in Preferred, including reviewing it with your accountants, legal counsel and advisors, and enter into this relationship knowingly, voluntarily and with a full understanding of the risks.

Named Insured:	Wind Meadows South Community Development District
Line of	Property/Equipment Breakdown, Inland Marine, General Liability and
Coverage(s):	Employee Benefits Liability, Public Officials and Employment Practices
	Liability, Cyber Liability, Automobile Liability, Deadly Weapon
Policy Number(s):	PK FL1 0534953 26-01 01
Policy Period(s):	10/01/2026 to 10/01/2027
Date of Notice:	6/9/2026

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
Financial Size Category: XV to I - Largest to smallest rating

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



Public Entity Application
PO Box 958455
Lake Mary, FL 32795-8455
Phone: 321-832-1450
Fax: 321-832-1496

Public Entity Application
Renewal Application Muni
Coverage Term: 10/01/2026 to 10/01/2027

General Member Information	
Name: Wind Meadows South Community Development District	
Mailing: 219 E. Livingston St.	
City/State/Zip: Orlando, Florida 32801	
Physical: 219 E. Livingston St.	
City/State/Zip: Orlando, Florida 32801	
Member Contact Information	Additional Member Information
Contact: Katie O'Rourke	FEIN: NCCI Risk ID:
Title: District Manager	Population: 0
Phone#: 407-841-5524 Fax#:	County: Orange
Email: Korourke@gmscfl.com	Member Type: Community Development District
Agency Information	Agency Contact Information
Agency: Risk Management Associates, Inc.	Contact: Devyn Donley
Address: 300 North Beach Street	Phone#: 3862394070
City/State/Zip: Daytona Beach , Florida 32114	Fax#:
Phone#: (386) 252-6176 Fax#: (386) 239-4049	Email: devyn.donley@bbrown.com

CERTIFICATION

The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected/ Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

SIGNATURE: _____
TITLE: _____
DATE: _____

NOTICE TO APPLICANT

For your protection, the following Fraud Warning is required to appear on this application:

FLORIDA FRAUD STATEMENT

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.



Public Entity Application

Coverage Term: 10/01/2026 to 10/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

Coverages Selected:

Auto Liability	Y	Auto Physical Damage	N
Boiler & Machinery	Y	Crime	N
Flood	Y	Garage Keepers	N
General Liability	Y	Inland Marine	Y
Professional Liability	Y	Property	Y
Cyber Liability	Y		

Coverage/Exposure Summary:

Line of Business	Exposure Coverage	Applicable/Not Applicable
General Question	Application general Information	
General Question	Excess WC (Standards Limits are \$1M/\$1M/\$1M)	Not Applicable
General Question	SIR – TPA Information	Not Applicable
General Question	Stop Loss	Not Applicable
Auto Liability	Coverage	Applicable
Auto Physical Damage	Coverage	Not Applicable
Crime	Coverage	Not Applicable
Cyber Liability	Coverage	Applicable
Garage Keepers	Coverage	Not Applicable
General Liability	Coverage	Applicable
General Liability	Operations: Elder Care/Respite Care	Not Applicable
General Liability	Operations: Special Events, Fairs or Carnivals	Not Applicable
General Liability	Operations: Supervision Abuse Prevention (Required)	Applicable
Professional Liability	Law Enforcement	Not Applicable
Professional Liability	POL/ELL/EPLI	Applicable
Property	Coverage	Applicable



Public Entity Application
Coverage Term: 10/01/2026 to 10/01/2027
Member Name:
Agency: Risk Management Associates, Inc.

APPLICATION GENERAL INFORMATION

General Questions	Response
Account CSR:	Jessica Conway
Agent Name:	Devyn Donley
Primary Member Contact:	Katie O'Rourke
If New Primary Contact include name, phone and email address:	Katie O'Rourke 407-841-5524 Korourke@gmscfl.com
Requested Effective Date:	10/01/2026
Requested Termination Date:	10/01/2027
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	6/11/2026
Is this new business? If it is new business, please complete and attach the 'Expiring Information' form. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Have you been with PGIT less than 5 years? If Yes - complete and attach the 'Loss Summary' form or a 'No Known Losses' letter. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Member's FEIN	
NCCI Risk Id #	
Population	0
Have you attached the most recent audited financials/budget?	
Please Enter Full Detail Description of Operations	
Installment Schedule: (Only Available for premium > 100k, pay plan is agency bill)	Annual
Do you have a Risk Manager? (If yes, please provide name and number in comment box)	No
Do you have a Human Resource or Personnel Department? (If No please describe handling of this function in comment box)	No
Number of Full Time Police?	0
Number of Full Time Fire?	0
Number of Full Time all other Personnel?	0
Number of Part Time Police?	0
Number of Part Time Fire?	0
Number of Part Time All Other Personnel including Seasonal personnel?	0
Number of Volunteers Police?	0
Number of Volunteers Fire?	0
Number of Volunteers All Others?	0
Police - Estimated Payroll	\$0
Fire - Estimated Payroll	\$0
All Other - Estimated Payroll	\$0



Public Entity Application
Coverage Term: 10/01/2026 to 10/01/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- PROFESSIONAL LIABILITY- PUBLIC OFFICIALS & EMPLOYMENT PRACTICES

THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE

POL/EPLI General Questions	Response
1 - POL Limit:	\$1,000,000
2 - POL Deductible:	\$0
3 - EPLI Limit:	\$1,000,000
4 - EPLI Deductible:	\$0
5 - POL Retro Date	
6 - EPLI Retro Date	
7 - If New Business - Who is your current POL/EPLI carrier?	EGIS
8 - If new business - What is your current POL/EPLI Limit?	\$1,000,000
9 - If new business - What is your current POL/EPLI Deductible?	\$0
10 - If new business, is your current coverage claims made or occurrence?	Claims Made
11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)	No
12 - Total Number of Board Members?	5
13 - Are Board members Elected? (Y/N) (If no, describe who they are appointed by in comment box)	Yes
14 - Number of employees who hold professional designations	0
15 - Has any bond issue been defeated within the past three years?	No
16 - If yes, has the proposal been resubmitted or is it expected to be resubmitted?	No
17 - Has the public entity been in default on the principal or interest on any bond? (if yes, please provide details in comment box)	No
18 - Do you have a zoning commission? (Y/N)	No
19 - Does your legal counsel attend all meetings of the planning and zoning board?	Yes
20 - Do officials receive training with respect to open meetings and hearing regulations?	Yes
21 - Do you have a written master plan for economic development? (If yes, please select the year)	
22 - Do you have formally approved land use ordinances that have been reviewed by legal counsel?	Yes
23 - Do you have a formal procedure to file for a variance to land use statutes?	Yes
24 - Do you have a formal process for application and approval of permits and licenses?	Yes
25 - Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest?	Yes
26 - If with Preferred less than 5 years, have you had any disputes or claims involving a wrongful taking, zoning variance or land use right? (If yes, provide details in comment box). Please note providing details here does not qualify as reporting a claim.	Yes
27 - If with Preferred less than 5 years, have you had any disputes or claims involving the approval of building permits, design, or code enforcement? (If yes, provide details within comment box.) Please note providing details here does not qualify as reporting a claim	No



Public Entity Application

Coverage Term: 10/01/2026 to 10/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - If with Preferred less than 5 years, have you had any disputes, claims, or complaints involving open or closed landfills? (If yes, provide details within the comment box.)	No
29 - Number of employees reported on IRS Form 1099(no FEIN) and/or who have written employment agreements	0
30 - Total % of involuntary turnover during the last 3 years (Ex. 2)	0%
31 - Total % of voluntary turnover during the last 3 years (Ex. 5)	0%
32 - Average # of years of employment for all employees (Ex. 4)	0
33 - Do supervisors receive training in the proper implementation of your policies and procedures?	Yes
34 - Is training documented in their personnel file?	Yes
35 - Enter 4 digit year employment manual written or last updated.	
36 - Is employment manual reviewed by counsel experienced and qualified in employment law?	Yes
37 - Do policies and procedures comply with state and federal guidelines?	Yes
38 - Is this manual distributed to all employees upon hiring?	Yes
39 - Do you have a written policy with respect to both sexual and non-sexual harassment?	Yes
40 - Do you follow a formal written procedure for employee disputes/complaints?	Yes
41 - Are all actions to dismiss or demote employees reviewed in advance by legal counsel?	Yes
42 - Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?	Yes
43 - Are all probationary or disciplinary actions recorded in writing and signed by the employee?	Yes
44 - Have job descriptions been drafted for regular full-time positions?	Yes
45 - Are you an Equal Opportunity Employer?	Yes
46 - Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
47 - Answer if with Preferred less than 5 years. Has any claim been made against the entity or any person in their capacity as an official or employee of the entity? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
48 - Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No



Public Entity Application
Coverage Term: 10/01/2026 to 10/01/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - CYBER LIABILITY GENERAL QUESTIONS

THIS IS AN APPLICATION FOR CLAIMS MADE AND REPORTED COVERAGE

Cyber Liability	Response
1 - Cyber Retro Date	
2 - Do you have anti-virus software installed and enabled on all desktops and servers (excluding database servers) and is it updated on a regular basis?	Yes
3 - Do you have firewalls installed on all external gateways?	Yes
4 - Do you take regular backups (at least weekly) of all critical data?	Yes
5 - If confidential information is stored on laptops, flash drives and other mobile devices, is the information stored in an encrypted format?	No
6 - Is data "at rest" (servers, etc.) stored in an encrypted format?	No
7 - Is multi-factor authentication required for all employees when accessing email through a website or cloud based service?	Yes
8 - Is multi-factor authentication required for all remote access to the network provided to employees, contractors, and 3rd party service providers?	Yes
IN ADDITION TO REMOTE ACCESS, IS MULTI-FACTOR AUTHENTICATION REQUIRED FOR THE FOLLOWING, INCLUDING ACCESS PROVIDED TO 3RD PARTY SERVICE PROVIDERS:	
9 - All internal and remote admin access to directory services	Yes
10 - All internal and remote admin access to network backup environments	Yes
11 - All internal and remote admin access to network infrastructure	Yes
12 - All internal and remote admin access to the organization's endpoints/servers	Yes
13 - Have you suffered a claim or loss in the last five years, in relation to cyber liability or cyber security? If yes, describe:	No
14 - Are you aware of any circumstances or complaints against you in relation to data protection or security, PII (Personally Identifiable Information), PHI (Protected Health Information) or any other actual or potential security violations or breaches either currently or in the past five years? If so, please describe (Please note providing details here does not qualify as reporting a claim)	No



Public Entity Application
Coverage Term: 10/01/2026 to 10/01/2027
Member Name:
Agency: Risk Management Associates, Inc.

PROFESSIONAL LIABILITY- POL/EPLI/ CYBER

IT IS AGREED THAT IF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION NOT LISTED/DISCLOSED HEREIN, THEN ANY CLAIM BASED UPON, ARISING OUT OF, OR ATTRIBUTABLE THERETO, IS EXCLUDED FROM THE COVERAGE BEING APPLIED FOR.

The undersigned, being authorized by and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understand this Application, and declares all statements set forth herein are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.

Signed _____ Title _____ Date _____

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor /Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

SIGNATORY ABOVE IS ALSO TO INITIAL EACH AND EVERY PAGE OF THIS APPLICATION.

IMPORTANT NOTICE: SHOULD THE SIGNED APPLICATION DIFFER IN ANY WAY FROM THE APPLICATION SUBMITTED FOR UNDERWRITING/RATING PURPOSES, THE TERMS, CONDITIONS AND PREMIUM AS REFLECTED ON SUBJECT TO CHANGE.

**Public Entity Application****Coverage Term:** 10/01/2026 to 10/01/2027**Member Name:****Agency:** Risk Management Associates, Inc.**COVERAGE INFORMATION - Auto Liability**

Coverage	Response
1 - AL Limit:	\$1,000,000
2 - AL Territory:	Orlampa
3 - AL Deductible:	\$0
4 - Medical Payment limit:	
5 - Uninsured/Underinsured motorist limit (Maximum \$100,000):	
6 - Hired and Non-Owned Liability? (Y/N)	Y
7 - If symbol 10 for AL is required, provide definition:	
8 - How often do you inspect vehicles for safety hazards?	N/A
9 - Are safety inspection records maintained?	No
10 - Are vehicles assigned to specific drivers with back up drivers?	No
11 - Do you have any busing operations contracted to third parties that is greater than 50% of the overall busing operations?	No
12 - Are 15 passenger vans used for passenger transportation? (If yes, provide Member's policy/procedure with regards to how many passengers are transported in each van, seatbelts, other safety procedures, etc.)	No
13 - Do you own/operate Autonomous Vehicles? If so Autonomous Vehicle Supplemental Application is required.:	No
PLEASE ENTER 4 DIGIT YEAR FOR DATE WRITTEN, LAST UPDATED OR "NONE" for the next 5 questions	
14 - Fleet Management Safety Manual:	None
15 - Driver Training Program:	None
16 - MVR Criteria:	None
17 - Formal Written Accident Reporting Procedure:	None
18 - Employee Disciplinary Program for Driver Safety	None



Public Entity Application
Coverage Term: 10/01/2026 to 10/01/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - General Liability

Coverage	Response
1 - GL Occurrence Limit	\$1,000,000
2 - GL Deductible	\$0
3 - Employee Benefits Occurrence Limit	\$1,000,000
4 - Medical Expense Limit (Max \$5,000)	\$5,000
5 - Total number of Housing Authority units	0
6 - If Housing Authority, please give number of section 8 units (including USDA units)	0
7 - Number of hotel units owned/operated by member	0
8 - Do you require all contractors & vendors with whom you do business to provide a contractual hold harmless and certificate of Insurance.	Yes
9 - Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance?	Yes
10 - Do you require groups using your facilities to make you an additional insured on their insurance policy?	Yes
11 - Do you have an ADA coordinator? If so please provide name.:	District Manager
12 - If you are a special district, are you responsible for sidewalk maintenance?	No
CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES	
13 - Athletic Fields & Activities	No
14 - Airports/Aircraft (Coverage limited to Premises Liability Only)	No
15 - Bleachers/Auditoriums/Stadiums	No
16 - Do you sponsor/operate Children/Youth Programs?	No
17 - Do you sponsor/operate Sr. Adult Program?	No
18 - Do you sponsor/operate programs for emotionally/mentally challenged individuals?	No
19 - Electric Power Distribution(Power Generation excluded)	No
20 - EMT's/Paramedics (Incl Fire Dept & Other 1st Responders)	No
21 - Exhibition/Convention Center	No
22 - Gas Utility Distribution (Generation Excluded)	No
23 - Golf Course	No
24 - Hospitals, Nursing Homes, Medical Facilities (Coverage limited to Premises Liability only, Medical Malpractice excluded)	No
25 - Law Enforcement(See Law Enforcement section for coverage questions)	No
26 - Marinas (Premises Liability only excludes Marina Operators Liability)	No
27 - Detention Facilities (See Law Enforcement section for coverage questions)	No
28 - Restaurants/Snack Bars/Food Beverage Carts	No
29 - Skate Parks	No
30 - Swimming Pools/Water Parks/Splash Parks	Yes
31 - Wastewater Treatment	No
32 - Water Utility	No
33 - Watercraft (Coverage limited to craft less than 52ft excludes paying passengers)	No
34 - Wharves/Piers/Docks (Excluding Marina Ops Liability)	No



Public Entity Application
Coverage Term: 10/01/2026 to 10/01/2027
Member Name:
Agency: Risk Management Associates, Inc.

35 - Drones (if yes, and you are requesting coverage complete the Unmanned Aircraft/Drone supplemental application found in the pool forms and documents)	No
36 – Trampolines, inflatables, or bounce houses?	No

COVERAGE INFORMATION- General Liability

Operations: Elder Care/ Respite Care	Response
1 - Number of Elder Care/Respite Care locations	
2 - Ratio of clients to care providers	

COVERAGE INFORMATION- General Liability

Operations: Special Events, Fairs, or Carnivals	Response
1 - If you have fireworks displays, how many a year do you have?	
2 - Do you contract out the fireworks display to a licensed Pyrotechnician?	



Public Entity Application
Coverage Term: 10/01/2026 to 10/01/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- General Liability

Supervision Abuse Prevention (Required)	Response
1 - Who in the Entity has been designated to handle claims (include name, address, telephone number and email)?	District Manager
2 - With respect to Claims Incidents, etc., do you have a written procedure for obtaining information?	No
ENTER YES/NO FOR ALL OPERATIONS LISTED BELOW	
3 - Camps (Residential): (Yes/No)	No
4 - Camps with overnight stays: (Yes/No)	No
5 - Daycare Centers/Nursery Schools - Children or Adult Care: (Yes/No)	No
6 - Juvenile Detention Centers: (Yes/No)	No
7 - Medical Services and Professionals - Doctors, Psychiatrists, Visiting Nurse Services: (Yes/No)	No
8 - Mental Institutions: (Yes/No)	No
9 - Orphans or Foster Homes, including Social Service Agencies responsible for the Foster Home evaluation and/or placement: (Yes/No)	No
10 - Religious/Clergy/Church Organizations	No
11 - Schools - public or private elementary, junior high or high school: (Yes/No)	No
12 - Social Service Counselors - Social Workers, Psychologists: (Yes/No)	No
13 - Special Needs Educational Facilities: (Yes/No)	No
14 - Substance Abuse Facilities with overnight stays: (Yes/No)	No
15 - Substance Abuse Facilities without overnight stays: (Yes/No)	No
16 - Youth Organizations (Sports, Scouts, YMCA/YWCA, Big Brothers/Sisters, etc): (Yes/No) - If yes please specify in Comment field	No
17 - Is there a Sexual Abuse Prevention Program in effect?	No
18 - Has a written policy been established clearly expressing management's commitment to sexual abuse prevention?	No
19 - Have written procedures encompassing rules, a code of conduct and disciplinary measures been established for all staff and/or volunteers, which clearly define the policy and consequences of non-adherence?	No
20 - Has a mechanism been developed to ensure that sexual abuse prevention policies and procedures are implemented and enforced throughout the organization?	No
21 - Is there a Sexual Abuse Prevention Coordinator that reports to a member of management?	Yes
22 - Are management/staff trained in policies and procedures relating to the Sexual Abuse Prevention Program?	Yes
23 - Do policies and procedures include an incident reporting and follow-up mechanism?	Yes
24 - Are standard applications used for all prospective employees or volunteers?	Yes
25 - Is there a minimum of two background checks for prospective employees with documentation maintained in file?	No
26 - Do background checks include checks with "Sex Offender Hot-lines", State Police, State Department of Social Services, or similar public agencies? (where applicable)	No
27 - In the past five years have any employees or officers been terminated for cause related to sexually abusive behavior?	No



Public Entity Application

Coverage Term: 10/01/2026 to 10/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - Are records maintained documenting adherence to all applicable policies and procedures, e.g., hiring and screening, code of conduct, training, incident and follow-up procedures?	Yes
29 - Are you aware of any circumstance that may result in a sexual abuse claim? If Yes, explain in the comment box. (Please note providing details here does not qualify as reporting a claim)	No
30 - Have any members of the staff been transferred because of allegations of sexual abuse?	No



Public Entity Application
Coverage Term: 10/01/2026 to 10/01/2027
Member Name:
Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - Property

Coverage	Response
1 - ISO Protection Class:	Unknown
2 - AOP Property Deductible:	\$2,500
3 - Excess Flood Limit (primary for zones other than A & V) - Maximum Limit \$5,000,000	\$1,000,000
4 - Earth movement Limit - Maximum Limit \$5,000,000	\$1,000,000
5 - Equipment Breakdown Coverage requested (Y/N)	Yes
6 - Do any of the buildings have unrepaired damage from a recent loss? If so, please describe the extent of the damage and location.	No
7 - Date of last property valuation: (4 digit year)	
8 - If new business, have you attached a copy of your most recent appraisal?	No
9 - Does the member own any structures not listed on the Property Application Schedule of Locations? If yes, provide description in the comment box.	No
10 - Are these structures insured with another carrier?	No



Named Covered Party: Wind Meadows South Community Development District

Term: 10/01/2026 to 10/01/2027

Coverage Provided by: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0534953 26-01 01

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

☒

a. I hereby reject Uninsured Motorist coverage.

☐

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable):
each accident.

☐

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☐

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature _____
Name _____

Title _____
Date _____

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Service is the heart of what we do

FL License #L055432
PO Box 958455 Lake Mary, FL 32795 | 321.832.1450 | pgit.org
Page 1



Signature Page

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

X	Property TIV: \$1,812,765 Building and Contents Combined
X	Inland Marine Blanket Unscheduled IM: \$100,000 Scheduled Inland Marine: \$65,000 Total All Inland Marine: \$165,000
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage
N/A	Crime
X	General Liability Ratable Payroll: Not Included
N/A	Law Enforcement Liability Officers: Not Included
X	Professional Liability Employees: Not Included
X	Automobile 0 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Applies to: Not Included
N/A	Excess Workers' Compensation Payroll: Not Included
X	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
X	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature _____ Title _____
 Name _____ Date _____

Coverage is provided by Preferred Governmental Insurance Trust

PARTICIPATION AGREEMENT

Application for Membership in the Preferred Governmental Insurance Trust

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Trust for continuing workers' compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental

Insurance Trust, to become effective 12:01 a.m. 10/01/2026 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

- (a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;
- (b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;
- (c) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;
- (e) That should either the Applicant or the Fund desire to cancel coverage, it will give not less than thirty (30) days prior written notice of cancellation;
- (f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

(Name of Local Governmental Entity)

Witness Signature

By: _____
Signature

Printed Name

Printed Name

Witness Signature

Title: _____

Printed Name

For Internal Use only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ____ DAY OF _____, 20__ SIGNED THIS ____ DAY OF _____, 20__ .

By: _____
Administrator/Trustee

AMENDED INTERLOCAL AGREEMENT CREATING THE PREFERRED GOVERNMENTAL INSURANCE TRUST

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that "...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

WHEREAS, Section 624.4622, Florida Statutes, provides that any two or more Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self- insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

WHEREAS, it is in the public interest, and in the best interest of the parties hereto, that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

SECTION I

INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II

DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.

- 2.2 CLAIMS MANAGEMENT.** “Claims Management” shall mean the process of identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.
- 2.3 CONTRIBUTION(S).** “Contribution(s)” shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms “Contribution(s)”, “Premium(s)” and “Premium Contribution(s)” are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS.** “Coverage Terms” or “Coverage Agreements” shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.
- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.

- 2.9** **PARTICIPATION AGREEMENT.** "Participation Agreement" shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers' Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10** **PREMIUM(S).** "Premium(s)" shall mean "Contribution(s)".
- 2.11** **PREMIUM CONTRIBUTION(S).** "Premium Contribution(s)" shall mean Contribution(s).
- 2.12** **THIRD-PARTY CLAIMS MANAGER.** "Third-Party Claims Manager" shall mean an individual or organization providing claims management services to the Fund.
- 2.13** **TRUST.** "Trust" shall mean the "Fund".
- 2.14** **TRUSTEES.** "Trustees" or "Board of Trustees" shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15** **TRUST FUND.** "Trust Fund" shall mean the "Fund".

SECTION III
ESTABLISHMENT OF "PREFERRED
GOVERNMENTAL INSURANCE TRUST"
AS A SELF-INSURED FUND

- 3.1** **ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2** **LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3** **PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
- (a) Pooling Member's resources to fulfill Members' legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers' Compensation Law;

- (b) To minimize the cost of providing workers' compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;
- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.

- (b) Collecting premiums from Members for the purpose of paying for or providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.
- (c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.
- (d) Paying for or providing all or a part of such coverages.
- (e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.
- (f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.
- (g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting.

Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present. The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

4.2 VOTING. All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.

4.3 OFFICE OF THE FUND. The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.

4.4 EXECUTION OF DOCUMENTS. A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

- 4.5** **APPOINTMENT OF ADMINISTRATOR.** The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.
- 4.6** **COMPENSATION AND REIMBURSEMENT OF TRUSTEES.** The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V
NUMBER, QUALIFICATION, TERM OF OFFICE
AND POWER AND DUTIES OF TRUSTEES

- 5.1** **NUMBER AND QUALIFICATION OF TRUSTEES.** The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.
- 5.2** **RESIGNATION AND REMOVAL OF A TRUSTEE.** A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take

effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.

5.3 ELECTION OF SUCCESSOR TRUSTEES. Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.

5.4 TRUSTEE TITLE. In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.

5.5 TRUSTEE OFFICERS. The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

- (c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.
- (d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.
- (e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.
- (f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.
- (g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.
- (h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.
- (i) To invest and reinvest funds that may come into the possession of the Fund.
- (j) To assume the assets and liabilities of the Fund.
- (k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.
- (l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.
- (m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may

participate in the Fund unless such prospective member is a public agency of the state. As used herein, the phrase "public agency" includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8 REPORTING.** The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9 TRUSTEES' LIABILITY.** The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10 RELIANCE ON COUNSEL'S OPINION.** The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or

suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.

- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII

MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty

(30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

- 7.2** **RESPONSIBILITIES OF MEMBERS.** By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:
- (a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.
 - (b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.
 - (c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
 - (d) To comply with the conditions of the Florida Workers' Compensation Law.
 - (e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
 - (f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees.

Said contributions may be reduced by any discount, participation credit, or other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said

agreements, or any other agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to

the Member, or by the Member to the Board of Trustees. The notice shall state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(s) Coverage by the Fund under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII

ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX

DURATION

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

SECTION X
AMENDMENT

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI
STATUTES, RULES AND REGULATIONS

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII
MISCELLANEOUS PROVISIONS

- 12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.
- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as thought they were also used in the feminine or neutral gender in all situations where they would so apply.

Whenever any words are used in this Agreement in the singular, they shall be construed as though they were also used in the plural from in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.

12.6 FISCAL YEAR. The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**AMENDMENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as a local elected official. Following a Trustees' initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013

**AMENDMENT “B” TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively “Preferred”, “Fund” or “Trust”) provides that the Amended Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS, due to legislative changes to Florida Statutes over time, it is necessary to amend certain provisions of the Amended Interlocal Agreement to be fully compliant with applicable amended Florida Statutes;

NOW, THEREFORE, by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend the Amended Interlocal Agreement set forth as follows:

1. Sections 3.1 and 3.5 of the Amended Interlocal Agreement, references to Section 768.28(15)(a), are hereby amended and restated to read 768.28(**16**)(a).
2. Section 7.2(u) of the Amended Interlocal Agreement is hereby fully amended and restated as follows:

Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member’s sovereign immunity and the applicable limitations of the Member’s liability set forth therein as amended from time to time. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

3. Except as expressly modified and amended hereby, the terms and conditions of the Amended Interlocal Agreement are hereby ratified and affirmed and shall remain in full force and effect, and the parties promise to continue to perform all obligations of the Amended Interlocal Agreement.

Effective Date: October 1, 2025

SECTION a)



**PUBLIC ENTITY
COMMON AGREEMENT DECLARATIONS**

Agreement Number: 100125832

NAMED COVERED PARTY AND MAILING ADDRESS:

**Wind Meadows South Community Development District
c/o Governmental Management Services - Central Florida 219 E Livingston St
Orlando, FL 32801**

AGREEMENT PERIOD: From: October 1, 2025 To: October 1, 2026
At 12:01 a.m. Standard Time at your mailing address shown above

In return for the payment of the premium, and subject to all the terms and conditions of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART	PREMIUM
General Liability	Included
Property	Included
Inland Marine	Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Employment Practices Liability	Included
Public Officials Liability	Included
Crime	Not Included
Deadly Weapon Protection	Included
Total	\$25,556

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003.

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Countersigned: November 4, 2025
Date

By: 
Authorized Representative



**PUBLIC ENTITY
COMMON POLICY CONDITIONS**

All Coverage Parts included in this Policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. If this Policy has been in effect for 90 days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

However, if this Policy includes Automobile coverage for Personal Injury Protection, Property Damage Liability Coverage or both and:

- (1) Such coverage is new or a renewal of existing coverage, then this Policy may not be cancelled by the first Named Insured during the first 60 days immediately following the effective date or renewal date except for one of the following reasons:
 - (a) The covered **auto** is completely destroyed such that it is no longer operable;
 - (b) Ownership of the covered **auto** is transferred; or
 - (c) The Named Insured has purchased another policy covering the motor vehicle insured under this Policy.
 - (2) It is a new coverage to the Policy, we may not cancel the Policy during the first 60 days immediately following the effective date for nonpayment of premium unless a check used to pay us is dishonored for any reason or any other type of premium payment is subsequently determined to be rejected or invalid.
3. If this Policy has been in effect for more than 90 days, we may cancel this Policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. This Policy was obtained by a material misstatement;
 - c. Failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
 - d. A substantial change in the risk covered by this Policy; or
 - e. The cancellation is for all insureds under such policies for a given class of insureds.

Under this paragraph 3., we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- or

(2) 30 days before the effective date of cancellation if we cancel for any reason listed in **b.** through **e.** above.

4. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured's last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
6. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata, subject to condition **G. MINIMUM EARNED PREMIUM**. If the first Named Insured cancels, the refund may be less than pro rata, subject to condition **G. MINIMUM EARNED PREMIUM**.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an auditable policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

7. The cancellation will be effective even if we have not made or offered a refund.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.
9. Your failure to make timely payment of premium shall be considered a request by you for us to cancel on your behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if you remit and we receive the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

This Policy contains all the agreements between you and us concerning the coverage afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent.

This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

C. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

F. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Policy.

G. MINIMUM EARNED PREMIUM

In the event of cancellation of this Policy, a minimum premium of 25% of written premium for the Policy therein shall become earned, subject to any provision of the Policy to the contrary notwithstanding.

H. OTHER COVERAGE OR INSURANCE

1. The following applies except when paragraph 2. is applicable:

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under one or more Coverage Parts of this Policy. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

- a. The proportion that the Limit of Coverage for the applicable coverage in the Coverage Part of our Policy bears to the total of the limits of all the policies covering on the same basis; or
- b. The amount retained by us when we are a named insured on reinsurance or excess of loss coverage purchased on behalf of our members.

Additionally, in the event an occurrence exhausts a limit purchased by us on behalf of multiple members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by member.

Our administrator will retain reinsurance or excess of loss coverage policies purchased on behalf of our members.

2. If the Excess Coverage Part is included in this Policy, then paragraph 1. above does not apply to the Excess Coverage Part and the Other Insurance condition included in the Excess Coverage Part will apply.

I. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

J. SUBROGATION

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and

papers and do whatever else is necessary to secure such rights. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT

Your rights and duties under this Policy may not be transferred without our written consent.

L. DUTY TO DEFEND

We shall have the right and duty to defend any covered claim brought against the Insured even if such claim is groundless, false or fraudulent. The Insured shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without our prior written consent, and we have the right to appoint counsel and to make such investigation and defense of a covered claim as we deem necessary.

M. TWO OR MORE COVERAGE FORMS

If more than one Coverage Form, endorsement or policy issued to you by us or any company affiliated with us applies to the same or any related or interrelated acts, **occurrence**, offense, **accident**, **wrongful act**, **loss**, claim, claimant or **suit**, the maximum Limit of Liability under all of the Coverage Forms will not exceed the highest applicable Limit of Liability under any one Coverage Form or endorsement.

The Retention or Deductible applicable to any such same, related or interrelated acts, **occurrence**, offense, **accident**, **wrongful act**, **loss**, claim, claimant or **suit** will be the Retention or Deductible applicable to the Coverage Form which has the highest applicable Limit of Liability, unless the Coverage Form has been endorsed to provide a separate Limit of Liability and Retention or Deductible that apply to that specific risk. If the Limit of Liability is the same for all Coverage Forms, the lowest applicable Retention or Deductible will apply.

N. NONRENEWAL

1. If we decide not to renew this Policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this Policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

O. COVERAGE INQUIRIES AND COMPLAINT ISSUES

If an Insured needs information regarding coverage, has a coverage inquiry or needs assistance resolving a complaint arising out of or relating to this coverage, we can be reached at 1-888-259-3010.



**PUBLIC ENTITY
POLICY FORMS LIST**

NAMED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832

Form Name

FIA 001 (10 19) - Common Agreement Declarations
FIA 002 (11 23) - Common Agreement Conditions
FIA 003 (11 24) - Coverage Agreement Forms List
FIA 100 (11 23) - Property Declarations
FIA 120 (04 18) - Cap on Losses from Certified Acts of Terrorism
FIA 160 (04 18) - Sinkhole Loss Coverage Endorsement
FIA 170 (04 20) - Communicable Disease Endorsement
FIA 030 (10 19) - General Liability Declarations
FIA 300 (11 24) - General Liability - Coverage Form
FIA 303 (10 19) - General Liability - Employee Benefits Liability Coverage
FIA 305 (10 19) - General Liability - FIA Endorsement
FIA 306 (10 19) - General Liability – Deductible Coverage
FIA 310 (02 19) - General Liability – Cap on Losses from Certified Acts of Terrorism
FIA 040 (10 19) - Public Officials' Liability and Employment Practices Declarations
FIA 400 (07 20) - Public Officials' Liability and Employment Practices Liability Coverage Form
FIA 405 (10 19) - Extra Contractual Legal Expense Coverage Endorsement
FIA 407 (10 19) - Cyber Liability Endorsement
FIA 050 (10 19) - Automobile Liability Declarations
FIA 500 (10 19) - Automobile Liability Coverage Form
FIA 501 (10 19) - Automobile Liability – Florida Endorsement
FIA 506 (10 19) - Automobile Liability – Deductible Liability Coverage
FIA 509 (10 19) - Florida Personal Injury Protection
FIA 511 (10 19) - Pollution Liability – Broadened Coverage For Covered Autos
FIA 600 (10 19) - Automobile and General Liability - Nuclear Energy Liability Exclusion Endorsement
FIA 602 (10 19) - Automobile and General Liability - Automatic Additional Covered Parties
FIA 604 (10 20) - Additional Covered Party Endorsement Management Company
FIA 606 (11 24) - PFAS Chemicals Exclusion
FIA 080 (08 21) - Deadly Weapon Protection Declarations
FIA 800 (08 21) - Deadly Weapon Coverage Form
FIA 802 (08 21) - Deadly Weapon Business Interruption Extension
FIA 804 (08 21) - Deadly Weapon Demolition Endorsement
FIA 901 (10 16) - Two or More Coverage Forms
Schedules



PROPERTY DECLARATIONS

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

INSURER: FLORIDA INSURANCE ALLIANCE
 NAMED INSURED PARTY: Wind Meadows South Community Development District
 AGREEMENT NO: 100125832
 COVERAGE PERIOD: October 1, 2025 Expiration Date: October 1, 2026

12:01 A.M. Standard Time at your mailing address shown above.

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

SCHEDULE OF COVERAGES AND LIMITS OF INSURANCE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totaling	\$1,734,665
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$15,000

DEDUCTIBLES		
All Other Perils	\$2,500	Per Occurrence, Building & Contents and Extensions of Coverage.
	Per Attached Schedule	Per Occurrence, Inland Marine Item.
Named Storm	5 %	Total Insured Values per scheduled building, including inland marine items, and vehicle values, at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 except for Zones A & V where special deductible applies	Included
Boiler & Machinery	\$2,500	Included

If marked with an "X", the following **EXTENSIONS OF COVERAGE** will be covered under the Coverage Form. These limits of insurance do not increase any other applicable limit of insurance.

(X)	Code	Extension of Coverage	Limit of Insurance
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is subject to a maximum final contract value any one construction project limit of \$1,000,000.
X	D	Debris Removal Expense	\$250,000 per Named Insured Party or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 in any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 60 days. However, Monroe County is on a prior submit basis only.
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only
X	Y	Money and Securities	\$ 10,000 in any one occurrence
X	Z	Exhibitions, Fair or Trade Shows	\$ 50,000 in any one occurrence
X	AA	Glass and Sanitary Fittings Extension	\$25,000 in any one occurrence
X	BB	Ingress / Egress	45 Consecutive Days
X	CC	Lock and Key Replacement	\$2,500 in any one occurrence
X	DD	Tracks and Fields (except Lawns, Plants, Trees and Shrubs covered under code K)	\$ 250,000 in any one occurrence and \$ 500,000 in the annual aggregate in any one coverage period. or Up to the declared value if it is specifically listed as "Tracks and Fields" in the schedule of values.
X	EE	Awnings, Gutters and Downspouts	Included
X	FF	Civil or Military Authority	45 consecutive days and one mile.

EXTENSIONS OF COVERAGE DEDUCTIBLES

Limit of Insurance specified in the Extensions of Coverage Schedule above is subject to the following deductibles:

1. In respect to Earth Movement:
 - a. Subject to the \$2,500 deductible shown in this Coverage Form.
 - b. However, a deductible of \$2,500 in any one occurrence applies to covered property in transit.
2. In respect of Flood:
 - a. Subject to the \$2,500 deductible and/ or Special Flood Deductible specified in this Coverage Form.
 - b. However, a deductible of \$2,500 in any one occurrence applies to covered property in transit.
3. In respect of Named Storm:
 - a. Subject to the 5 % deductible specified in this Coverage Form with a minimum of \$10,000 in any one occurrence.
 - b. However, a deductible of 5 % in any one occurrence applies to covered property in transit.
4. In respect of All Other Perils:
 - a. \$2,500 in any one occurrence.

THE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THE POLICY.

TOTAL PREMIUM	Included



Authorized Representative

PROPERTY COVERAGE FORM	5
SECTION I - COVERAGE AGREEMENTS	5
SECTION II – ADDITIONAL COVERAGES	7
SECTION III - EXCLUSIONS	10
SECTION IV - PROPERTY NOT COVERED	14
SECTION V - VALUATIONS	15
SECTION VI – PROPERTY CONDITIONS	17
SECTION VII - EXTENSIONS OF COVERAGE	22
SECTION VIII - DEFINITIONS	29
SECTION IX -GENERAL CONDITIONS	35
SECTION X – BOILER & MACHINERY	38

PROPERTY COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured Party(ies) shown in the DECLARATIONS. The words "we", "us" and "our" refer to the Insurer providing this Coverage Form.

Terms in **bold-faced type** have special meanings in this Coverage Form. They are defined in SECTION VIII - DEFINITIONS. These definitions apply to this entire Coverage Form, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

This Coverage Form will also include any endorsements added by agreement between you and us. Coverage is provided at the **covered location(s)** and for those coverages and **limits of insurance** shown in the **Schedule of the DECLARATIONS**. Extensions of coverage, sublimits of insurance and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of insurance.

SECTION I - COVERAGE AGREEMENTS

A. Property Coverage Agreement

We will pay, subject to all the terms and conditions of this Coverage Form, for direct physical loss occurring during the **coverage period** to **covered property** as a result of an **occurrence**, unless excluded.

B. Coverages

We will provide **real property, inland marine** or **personal property** coverage if marked with an "X" below.

Coverage will be provided:

1. At the locations shown on the **Schedule of the DECLARATIONS**;
2. **Property in the open** within 1,000 feet of locations described in 1; and
3. With respects to **inland marine**, at or away from your **covered location**.

This Coverage Form provides coverage on an **actual cash value** basis for **real property, inland marine** and **personal property** unless **replacement cost** coverage is marked with an "X".

(X) **Real Property**

(X) **Replacement Cost**

(X) **Personal Property**

(X) **Replacement Cost**

(X) **Inland Marine**

() **Replacement Cost**

C. Limits of Insurance

1. Subject to all terms and conditions of the Coverage Form, the most we will pay for all loss, damage or costs to **real property** and **personal property** in any one **occurrence** is the applicable **limits of insurance** shown in the DECLARATIONS. The limit of insurance shown in the DECLARATIONS applies to all **real property** and **personal property** unless a separate limit, lower limit or reduced amount of insurance is indicated elsewhere in the Coverage Form. It is also agreed that any location listed on the **Schedule of the DECLARATIONS** with no value (USD 0) is not covered by the Property Coverage Agreement.
2. Subject to all the terms and conditions of the Coverage Form, the most we will pay for loss or damage to **inland marine** in any one **occurrence** is the applicable limit of insurance shown in the DECLARATIONS.
3. The Florida Insurance Alliance is a shared limit. The limits purchased are a per **occurrence** limit and in the event an **occurrence** exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a **covered loss** will be reduced pro-rata based on the amounts of **covered loss** by all members affected by the **occurrence**.

D. Deductible(s)

1. Your deductibles for this agreement will be according to the terms of the following paragraphs, and information in the DECLARATIONS.
 - a. Unless shown differently on this form or any endorsement, we will not pay unless a **covered loss** from any one **occurrence** exceeds the amount of the applicable deductible shown in the DECLARATIONS. We will then subtract the deductible from the adjusted amount of loss and pay the resulting amount or the applicable **limit of insurance**, whichever is less. If a **covered loss** involves two or more deductibles, we will only use the largest of the applicable deductibles.
 - b. **Earth Movement** Deductible
 - (1) We will not pay for an **earth movement** loss at a **covered location** until the loss exceeds the deductible shown for **earth movement** in the DECLARATIONS. We will then pay the amount of loss in excess of the deductible, up to the applicable **limit of insurance** in any one **occurrence**.
 - (2) A deductible of USD 2,500 in any one **occurrence** applies to **covered property** in transit.
 - c. **Flood** Deductible
 - (1) We will not pay for a **flood** loss at a **covered location** until the loss exceeds the applicable deductible shown for **flood** in the DECLARATIONS. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability in any one **occurrence**.
 - (2) A deductible of USD 2,500 in any one **occurrence** applies to **covered property** in transit.
 - d. **Special Flood** Deductible
Property designated as being within **Flood Zone A** or **Flood Zone V** (and prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers at the time of loss, will have a Special **Flood** Deductible equal to all **flood** insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value per building and 5% of the amount of Business Income loss, at each affected location whichever is the greater.
 - e. **Named Storm** Deductible
 - (1) We will not pay for a **named storm** event loss until the loss exceeds the deductible shown in the DECLARATIONS. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of insurance in any one **occurrence**.
 - (2) A deductible of USD 2,500 in any one **occurrence** applies to **covered property** in transit.
 - (3) Deductible applies per:
 - (a) Scheduled building;
 - (b) Inland Marine Item; and
 - (c) Scheduled Automobile.
 - (4) 5% of the amount of the **business income** loss will apply.

SECTION II – ADDITIONAL COVERAGES

A. We will pay if a limit is shown in the DECLARATIONS, for:

1. Your Loss of **Business Income**

a. We will pay for the actual loss of **business income** you sustain due to the necessary suspension of your operations during the **period of restoration**. The suspension must be caused by:

- (1) Direct physical loss or damage by a **covered loss** to property at premises which are described in the DECLARATIONS; or
- (2) Action of civil or military authority that prohibits access to the described premises due to direct physical loss of or damage by a **covered loss** to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action and for a period not to exceed forty-five (45) consecutive days from the date of the action.

And for which a Business Income Limit of Insurance is shown in the DECLARATIONS. The loss or damage must be caused by or result from a peril insured against.

b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (1) The portion of the building which you rent, lease or occupy; and
- (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. In determining the actual loss of **business income**, consideration must be given to:

- (1) The experience of the business before the loss and the probable experience after the loss;
- (2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;
- (3) The demonstration of an actual loss of sales or income; and
- (4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to your regular customers.

d. We will not pay unless you are wholly or partially prevented from:

- (1) Producing goods; or
- (2) Continuing business operations or services.

e. You are required to mitigate your loss by:

- (1) Making up lost production within a reasonable period of time not limited to the **period of restoration**.
- (2) Continuing business operations or services during the **period of restoration**.
- (3) Using any property or service;
 - (a) Owned or controlled by you; or
 - (b) Obtainable from any other sources.
- (4) Working extra time or overtime.
- (5) Using inventory.

We will not pay for any loss to the extent it can be reduced through these or any other means whether at a **covered location** or any other location.

f. We will not pay for:

- (1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (a) Physical damage not covered under this Coverage Form on or away from the **covered location**;
 - (b) Planned or rescheduled shutdown or maintenance;
 - (c) Strikes or other work stoppage;
 - (d) Any reason other than a covered loss.
- (2) Any increase in loss due to:
 - (a) Suspension, cancellation or lapse of any lease, contract, license or order.
 - (b) Fines or damage for breach of contract for late or non-completion of orders, or for penalties

of any nature.

- (3) Any consequential, indirect or remote loss.
- (4) Any loss resulting from damage to:
 - (a) Finished goods manufactured by you; nor for the time required for their reproduction.
 - (b) Property in transit.
- (5) Any loss or expense recoverable elsewhere in this Coverage Form.
- g. The most we will pay for a loss under this coverage is the lesser of:
 - (1) Your actual loss of **business income** and necessary expense; or
 - (2) The applicable limit of insurance shown on the Schedule of the DECLARATIONS.

2. **Additional Expense**

- a. We will pay the actual and necessary **additional expense** you sustain due to:
 - (1) Direct physical loss or damage by a **covered loss** to property at premises which are described in the DECLARATIONS; or
 - (2) Action of civil or military authority that prohibits access to the described premises due to direct physical loss of or damage by a **covered loss** to property, other than at the described premises but within one statute mile thereof, for a period not to exceed forty-five (45) consecutive days from the date of the action;And for which an **Additional Expense Limit of Insurance** is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against**.
- b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:
 - (1) The portion of the building which you rent, lease or occupy; and
 - (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- c. We will also pay **additional expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.
- d. Coverage for **additional expense** does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of **Data**, or any loss or damage to **Data**.
- e. We will not pay for:
 - (1) Loss of **business income**.
 - (2) Costs which would have been incurred in conducting your business during the same period had no **covered loss** happened.
 - (3) The cost of permanent repair or replacement of property that has been damaged or destroyed.
 - (4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (a) Physical damage not covered under this Coverage Form on or away from the **covered location**;
 - (b) Planned or rescheduled shutdown or maintenance;
 - (c) Strikes or other work stoppage;
 - (d) Any reason other than a **covered loss**.
 - (5) Any increase in loss due to:
 - (a) Suspension, cancellation or lapse of any lease, contract, license or order.
 - (b) Fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
 - (6) Any consequential, indirect or remote loss.
 - (7) Any loss resulting from damage to:
 - (a) Finished goods manufactured by you; nor for the time required for their reproduction.
 - (b) Property in transit.
 - (8) Any loss or expense recoverable elsewhere in this Coverage Form.
- f. The most we will pay for a loss under this coverage is the lesser of:
 - (1) Your actual **additional expense**; or
 - (2) The applicable limit of insurance shown on the **Schedule of the DECLARATIONS**.

B. Flood Coverage

We will pay for direct physical loss to **covered property** caused by **flood**. With respect to **flood, occurrence** shall mean all losses, wherever occurring, which arise between the time of movement of water into, onto, or over the property insured hereunder and the receding of the same, regardless of the period of time so embraced.

C. Earth Movement Coverage

1. We will pay for direct physical loss to **covered property** caused by sudden **earth movement**. All earthquake shocks within a continuous 72-hour period will be considered a single **occurrence**. The expiration of this agreement will not reduce this 72-hour period.
2. **Earth Movement** Coverage under this Coverage Form does not apply to any underground piping, wiring, sewers, or any other conduit.

SECTION III - EXCLUSIONS

A. War Exclusion

1. Notwithstanding any provision to the contrary within this Coverage Form or any endorsement thereto it is agreed that this coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
2. This coverage also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. above.
3. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Form, the burden of proving the contrary shall be upon you.

B. Property Cyber and Data

1. Notwithstanding any provision to the contrary within the Coverage Form or any endorsement thereto this Coverage Form excludes any:
 - a. **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Coverage Form or any endorsement thereto, this Coverage Form covers physical loss or physical damage to property insured under this Coverage Form caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
3. Subject to all the terms, conditions, limitations and exclusions of this Coverage Form or any endorsement thereto, should **Data Processing Media** owned or operated by the Insured suffer physical loss or physical damage insured by this Coverage Form, then this Coverage Form will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this Coverage Form excludes any amount pertaining to the value of such **Data**, to the Insured or any other party, even if such **Data** cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Coverage Form or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

C. Asbestos

1. This Coverage Form only covers asbestos physically incorporated in a covered building or structure, and then only that part of the asbestos which has been physically damaged during the period of coverage by a **specified peril**.
2. This coverage is subject to each of the following specific limitations:
 - a. The said building or structure must be covered under this Coverage Form for damage by that **specified peril**.
 - b. The **specified peril** must be the immediate, sole cause of the damage of the asbestos.
 - c. The covered party must report the existence and cost of the damage as soon as practicable after the **specified peril** first damaged the asbestos. However, this Coverage Form does not cover any such damage first reported more than 12 (twelve) months after the expiration, or termination, of the period of coverage.
 - d. Coverage under this Coverage Form in respect of asbestos shall not include any sum relating to:
 - (1) Any faults in the design, manufacture or installation of the asbestos;
 - (2) Asbestos not physically damaged by the **specified peril** including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
3. Except as set forth in the foregoing item 1, this Coverage Form does not cover asbestos or any sum relating thereto.

D. We will not pay for losses caused by or resulting from any of the following, regardless of any other cause or event, including a **peril insured against**, that contributes to the loss at the same time or in any other sequence:

1. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. If a fire or an explosion loss ensues, we will pay for that loss.
 - a. This exclusion will not apply to physical loss to:
 - (1) A **Computer System** caused by short circuit, blowout, or other electrical damage from an **occurrence** that took place within 1,000 feet of the **covered location**.
2. **Pollution**.
3. Demolition Cost, Operation of Building Laws and Increased Cost of Construction Enforcement of any ordinance or law regulating the use, construction, repair or demolition of buildings or structure including Debris Removal Expense. This Exclusion does not apply to the extent that coverage is provided in Section VII - Extensions of Coverage, paragraphs D and E.
4. Seizure or destruction of **covered property** by government order. But we will pay for loss to **covered property** resulting from acts of destruction ordered by government to prevent the spread of fire.
5. Nuclear reaction or nuclear radiation, or radioactive contamination.
6. Interference with or interruption of any public or private utility or any entity providing power, heat, air conditioning, communication, water or sewer or any other service, however caused, if the failure occurs away from the **covered location**. But if a **covered loss** ensues, we will pay for that loss.

E. We will not pay for losses caused by or resulting from any of the following:

1. Unexplained or mysterious disappearance of any property;
2. Shortage of property discovered on taking inventory;
3. Theft by employees, whether acting alone or with others;
4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others:
 - a. By you;
 - b. By any proprietor, partner, director, officer or employee of yours; or
 - c. By any proprietor, partner, director or officer of any proprietorship, partnership, corporation or association engaged by you to render any service or perform any act in connection with **covered property**.
5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on or tested.

- a. But if a **covered loss** ensues, we will pay for that loss.
- 6. Delay, loss of market, loss of use, indirect or remote loss or damage.
- 7. Loss attributable to:
 - a. Wear and tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay;
 - b. Inherent vice, latent defect, or any quality in the covered property that causes it to damage or destroy itself;
 - c. Smog, acid rain, agricultural smudging;
 - d. Smoke, fumes, gas or vapor that result from industrial operations;
 - e. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools;
 - f. Animals, birds, vermin, rodents or insects;
 - g. Change or extremes in temperature or humidity, whether atmospheric or not, except damage to equipment; or
 - h. Contamination, shrinkage, change in taste, texture, finish or color.But if a **covered loss** ensues, we will pay for that loss.
- 8. **Fungus**
 - a. We will not pay for loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, **fungus**, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
 - b. This exclusion applies regardless whether there is:
 - (1) Any physical loss or damage to covered property;
 - (2) Any covered peril or cause, whether or not contributing concurrently or in any sequence;
 - (3) Any loss of use, occupancy, or functionality; or
 - (4) Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
 - c. This exclusion does not apply to the extent that coverage is provided in Section VII - Extensions of Coverage, paragraph J. **Fungus** Cleanup Expense with respect to physical loss or damage by a cause of loss other than fire or lightning.
- 9. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.
 - a. But if a **covered loss** ensues, we will pay for that loss.
 - b. This exclusion will not apply to physical loss to a **Computer System** caused by mechanical breakdown, failure, changes in arrangement of parts, errors, omissions, or tack in design, specification, material or workmanship.
- 10. Explosion of the following:
 - a. Steam boilers;
 - b. Steam turbines, steam engines, steam piping; or
 - c. Gas turbines.But if physical loss to **covered property** by fire or explosion ensues, we will pay for that loss.
- 11. Rupture, bursting, cracking, burning or bulging of the following:
 - a. Steam boilers;
 - b. Steam turbines, steam engines, steam piping;
 - c. Hot water boilers or other equipment for heating water;
 - d. Pressure vessels; or
 - e. Gas turbines.But if physical loss to **covered property** by fire or explosion ensues, we will pay for that loss.
- 12. Loss attributable to faulty, defective or inadequate:
 - a. Construction, workmanship or material;
 - b. Maintenance;
 - c. Design, plan or specification;
 - d. Zoning compliance;

- e. Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
- f. Compliance with building codes.

But if a **covered loss** ensues, we will pay for that loss.

- 13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduit from:
 - a. Freezing and thawing;
 - b. Impact of watercraft;
 - c. Waves, or debris driven by waves;
 - d. Pressure or weight of ice or water, whether driven by wind or not; or
 - e. Sinking or settling.
- 14. Loss or damage directly or indirectly related to or arising out of any offshore oil well or oil shipping/tanker incident and the ensuing oil spill.
- 15. Loss or damage directly or indirectly related to or arising out of **sinkhole loss**.

SECTION IV - PROPERTY NOT COVERED

A. We do not cover loss to:

1. Water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except to the extent these may be covered in this Coverage Form, Section VII - Extensions of Coverage;
2. Aircraft;
3. Property you sold under conditional sale, trust agreement, instalment payment, or other deferred payment plan after such property has been delivered to the customer;
4. Caves, caverns, mines of any type, or any property contained within them;
5. Dams, dikes, or levees;
6. Contraband or property in the course of illegal transportation or trade;
7. Property covered under import or export ocean cargo policies;
8. Property you transport as a common carrier;
9. Property shipped by mail, unless sent registered or certified;
10. **Watercraft**, unless loss from a specified peril;
11. Vehicles licensed or designed for highway use, unless shown on the Property DECLARATIONS, under the Extensions of Coverage Schedule, item U, and then coverage for any **over the road coverage**, or collision with another vehicle or object. The All Other Perils deductible applies per occurrence and in the event of a **named storm** the **named storm** deductible applies per vehicle rather than per location. This coverage is paid on at **actual cash value** at the time of loss.

SECTION V - VALUATIONS

A. Actual Cash Value

1. Loss to **covered property** will be valued at the time and place of the loss at **actual cash value** unless otherwise indicated in this Coverage Form.
2. On **inland marine**, items not specifically scheduled will be subject to a maximum valuation of:
 - a. USD 250,000 per item for rented, borrowed or leased equipment; or
 - b. USD 15,000 per item for all other classes of **inland marine**.
3. Loss to vehicles scheduled in the DECLARATIONS under the Extensions of Coverage SCHEDULE, item U are valued at the time and place of the loss at **actual cash value**.

B. Replacement Cost

1. Loss to **covered property** will be valued at **replacement cost**, computed at the time and place of the loss, if **replacement cost** is marked with an "X" in Section I – COVERAGE AGREEMENTS., paragraph B. Coverages unless otherwise indicated in this Coverage Form.
2. We will not pay **replacement cost** until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, we will pay only the **actual cash value**.
 - a. Our obligations for **replacement cost** will be the smaller of:
 - (1) The cost to repair the damaged property; or
 - (2) The cost to replace or rebuild with new materials of like size, kind and quality; or
 - (3) The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or
 - (4) The applicable limit of insurance.
 - b. We will not pay for any increase in cost due to your failure to use reasonable speed to repair, rebuild or replace the damaged property.
 - c. If the replacement occurs at another location, we will not pay for the cost of land at either the original or the **new location**; and we will not pay more than the cost which would have been incurred if the building had been rebuilt at the location where the loss occurred.
 - d. We will pay **replacement cost** for these types of property:
 - (1) Raw materials, supplies and other merchandise not manufactured by you; and
 - (2) Leasehold improvements in which you have an insurable interest.
 - e. We will, however, pay only **actual cash value** or 110% of the value reported on the applicable schedule, whichever is less, for these types of property:
 - (1) Communications Equipment;
 - (2) Contractor's / Mobile Equipment;
 - (3) Fine Arts;
 - (4) **Watercraft**;
 - (5) Emergency Service Portable Equipment;
 - (6) Other **inland marine**;
 - (7) Rented, Borrowed or Leased Equipment; or
 - (8) Vehicles schedule in the DECLARATIONS under the Extensions of Coverage SCHEDULE, item U.

C. Loss to these types of covered property will be valued at the time and place of loss as follows:

1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;
2. On finished goods manufactured by you, the regular cash selling price at the location where the loss happens, less all discounts and charges to which the merchandise would have been subject had no loss occurred;

3. On Valuable Papers, in case of loss, valuation shall be based on the lesser of:
 - a. The cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the insured event; or
 - b. The limit of insurance shown in the DECLARATIONS; or
 - c. If the damaged or destroyed property cannot be replaced, restored or repaired with similar kind and quality, it will be the value of blank paper, unless the item is specifically scheduled and the value scheduled is agreed upon in this Coverage Form.
4. On exposed film, the value of the film blank.

SECTION VI – PROPERTY CONDITIONS

A. **Coverage Period** and Territory

We will pay for a **covered loss** during the **coverage period** shown on the DECLARATIONS while that property is:

1. Within the State of Florida;
2. Being moved on land or in the air within the United States of America; or
3. Being moved on inland waters and intercoastal waterways within the United States of America.

B. Change of Terms

The terms of this coverage will not be waived, changed, or modified except by written endorsement issued by us and which becomes a part of this Coverage Form.

C. Titles of Paragraphs

The titles of the paragraphs of this Coverage Form and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

D. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you as it relates to this Coverage Form at any time. It is also void if you or any other insured party, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Form;
2. The **covered property**;
3. Your interest in the **covered property**; or
4. A claim under this Coverage Form.

E. Brands and Labels

In the event of a **covered loss** to branded or labeled merchandise, we may choose to take title to all or any part of that merchandise, at the value established by the terms of this Coverage Form. You may, at your expense:

1. Stamp "salvage" on the merchandise or its containers; or
2. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. You must relabel the merchandise or containers in compliance with the requirements of law.

F. Breach of Condition

A breach of any condition of this Coverage Form at any **covered location** will not affect coverage at any other **covered location** where, at the time of damage, no breach exists.

G. Abandonment of Property

You may not abandon property to us.

H. No Benefit to Bailee

No person or organization, other than you, having custody of your **covered property**, will benefit from this Coverage Form.

I. Suit

No suit or other legal proceeding will be brought against us unless there has been full compliance with all the Coverage Form terms and conditions. Suit must be brought within five years after the date on which the direct physical loss occurred, or the shortest time permitted by law, whichever the earlier.

J. No Reduction by Loss

Except for those coverages written with an annual aggregate limit of insurance or sublimits of insurance, we will pay for a **covered loss** without reducing any other applicable limit of insurance or sublimits of insurance.

K. Your Duties After a Loss

1. In case of loss, you will:

- a. Give us immediate written notice of the loss;
- b. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;
- c. As soon as possible, give us a description of the property involved and how, when and where the loss happened;
- d. Take all reasonable steps to protect the covered property from further damage;
- e. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;
- f. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Form;
- g. Keep an accurate record of all repair costs;
- h. Keep all bills, receipts and related documents that establish the amount of loss;
- i. As often as may reasonably be required:
 - (1) Permit us to inspect the damaged property and take samples for inspection, testing and analysis;
 - (2) Produce for inspection and copying, all of your books of account, business records, bills and invoices; and
 - (3) Permit us under oath to question you and any of your agents, employees, or representatives involved in the purchase of this coverage or the preparation of your claim, and verify your answers with a signed acknowledgment.
- j. Submit to us, within ninety (90) days from the date of loss, unless we extend the time in writing:
 - (1) A signed, sworn proof of loss that states to the best of your knowledge and belief:
 - (a) The time and cause of the loss;
 - (b) Your interest and the interest of all others in the property involved;
 - (c) Any other policies of insurance that may provide coverage for the loss;
 - (d) Any changes in title or occupancy of the property during the **coverage period**; and
 - (e) The amount of your claimed loss.
 - (2) You shall also submit with the proof of loss:
 - (a) The inventory referred to in K.1.f;
 - (b) The records specified in K.1.g. and K.1.h.;
 - (c) Specifications for any damaged building; and
 - (d) Detailed estimates for the repair of any damage.
- k. Cooperate with us in the investigation and adjustment of the loss.

2. Requirements for a Claim, Supplemental Claim or Reopened Claim for Loss or Damage Caused by Hurricane or Windstorm

- a. A claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Form within one(1) year after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the policy within eighteen (18) months after the date of the loss. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.) This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Coverage Form under the Suit condition, including any amendment to that condition.
- b. Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48- hour notice may be waived by you.

L. Appraisal

1. If you fail to agree with us on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within sixty (60) days after our receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within thirty (30) days of the written demand for appraisal.
2. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within fifteen (15) days, you or we may petition a judge of a court of record in the state where the covered loss happened, to select an umpire.
3. The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to you and us, the amount they agree on will be the amount of our payment for the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss.
4. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by you and us.

M. Our Option

At our option, we will repair, rebuild or replace damaged **covered property** with other property of like kind and quality within a reasonable period of time. If we elect to repair or replace the **covered property**, we will notify you of that decision within sixty (60) days of our receipt of your proof of loss. We will, at our option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

N. Right to Adjust with Owner

1. **Covered losses** will be adjusted with you except as provided in Condition S. Mortgage Holders.
2. If a claim is made for damage to **covered property** of others that you hold, we will have the right to adjust that loss or damage with the owners of that property. Our payment to the owners will fully satisfy any claim of yours for damage to that property.

O. Collection from Others

Payment to you for a **covered loss** will be reduced to the extent you have collected that loss from others.

P. Payment of Loss

We will pay the **covered loss** within:

1. Twenty (20) days after we receive the sworn proof of loss and reach written agreement with you;
2. Thirty (30) days after we receive sworn proof of loss, and:
 - a. There is an entry of a final judgment; or
 - b. There is a filing of an appraisal award with us as provided for in Condition L. Appraisal.
3. Ninety (90) days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph 3. applies only to a claim for building or contents coverage if the insured structure is 10,000 square feet or less and the Coverage Form covers only locations in Florida.

Q. Recovered Property

1. If either you or we recover any **covered property** after we have paid for its loss, that party must give the other prompt written notice of the recovery. If we recover the **covered property**, we will return it to you, if you so request. You must then return the amount we paid to you for it.
2. If you recover the **covered property**, you may either keep it or surrender it to us. If you choose to keep it, you must return the amount we paid to you for it.

R. Pair, Set or Parts

1. In the event of a **covered loss** to an article that is part of a pair or set, our payment for that loss will be:
 - a. The cost to repair or replace any part to restore the pair or set to its value before the **covered loss**; or
 - b. The difference between the value of the pair or set before and after the **covered loss**.
2. In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set. When **covered property** consists of several parts, we will pay only for the lost or damaged part.

S. Mortgage Holders

1. We will pay for **covered loss** to buildings or structures to each mortgage holder shown on the Schedule Of Mortgage Holders Or Loss Payees, as their interests may appear.
2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
3. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable limit of insurance, if the mortgage holder:
 - a. Pays any premium due under this Coverage Form at our request;
 - b. Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from us of your failure to do so; and
 - c. Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder.All terms and conditions of this Coverage Form will then apply directly to the mortgage holder,
4. If we pay the mortgage holder for any **covered loss** and deny payment to you because you have failed to comply with the terms of this Coverage Form:
 - a. The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - b. The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired. In the event of a **covered loss**, we will, at our option, pay the mortgage holder the whole principal of your mortgage plus any accrued interest. In that event, your mortgage and note will be transferred to us, and you will pay your remaining mortgage debt to us.
5. If we cancel or non-renew this Coverage Form, we will give the mortgage holder the same notice we give to you.
6. The term "mortgage holder" includes trustees.

T. Loss Payee

In the event of a **covered loss** to property in which both you and a loss payee have an insurable interest, we will:

1. Adjust the **covered loss** with you; and
2. Make payment for the **covered loss** to you and the loss payee jointly, as their interests may appear.

U. Joint Loss Agreement

In consideration of the continuation of insurance currently carried by the Named Insured Party under this Coverage Form with Insurers' (hereinafter called "The Property Insurers") and the Company writing the Named Insured Party's Boiler and Machinery Policy (hereinafter called "The Boiler Insurers") it is agreed as follows:

1. In the event of an occurrence which both The Property Insurers and The Boiler Insurers agree is insured in whole or in part under both their respective policies of insurance, and in which they further agree with the Named Insured Party in writing as to the total amount payable under both policies, but there is a disagreement as to how much each Insurer shall pay, such loss shall be settled by payment of the full agreed amount thereof to the Named Insured Party, each set of Insurers to contribute the sum for which they admit liability plus an amount equal to one-half of the amount that

is in disagreement between The Property Insurers and The Boiler Insurers.

2. If one-half of the amount that is in disagreement exceeds the remaining amount of liability payable under either policy, each set of Insurers will pay only the sum equal to that remaining amount of liability under said policy.
3. The Named Insured Party will cooperate in furnishing information and technical data as may be required by the Insurers in order that they may determine final apportionment. The Property Insurers and The Boiler Insurers agree with each other to submit questions in dispute to arbitration, and the arbitrators shall be three in number, one of whom shall be appointed by The Boiler Insurers and one of whom shall be appointed by The Property Insurers and the third appointed by consent of the other two, and the decision by the arbitrators shall be subject to appeal to the appropriate court or courts.
4. This agreement does not change any of the terms and conditions of the policies issued to the Named Insured Party by both The Property Insurers and The Boiler Insurers, which shall continue in force until expiration, or until cancelled by the Insurers by giving thirty (30) days written notice to the Named Insured Party, whichever occurs first, or shall continue in force for only as long as the policy issued by The Boiler Insurers similarly expires or is cancelled.

V. Vacancy Provisions

If the building where a **covered loss** occurs has been vacant for more than ninety (90) consecutive days before that loss or damage occurs:

1. We will not pay for any loss or damage caused by any of the following even if they are **perils insured against**:
 - a. Vandalism;
 - b. Sprinkler leakage, unless the system has been protected against freezing;
 - c. Building glass breakage;
 - d. Water damage;
 - e. Theft; or
 - f. Attempted theft.
2. With respect to a **covered loss** other than those listed in 1.a. through 1.f. above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

SECTION VII - EXTENSIONS OF COVERAGE

If marked with an "X" in the DECLARATIONS, we will not pay more than our proportion of the applicable limit of insurance shown on the **Schedule of the DECLARATIONS** for the following EXTENSIONS OF COVERAGE:

Subject to all terms and conditions of this agreement, the coverage provided by this agreement is extended to apply to a **covered loss** as follows:

A. Accounts Receivable

1. We will pay the following expenses directly resulting from a **covered loss** to your records of accounts receivable at a **covered location**:
 - a. Amounts due to you from customers that you are unable to collect;
 - b. Interest charges on any loan to offset amounts you are unable to collect, pending our payment of those amounts;
 - c. Collection expense above your normal collection expense; and
 - d. Reasonable expenses you incur to re-establish your records of accounts receivable.
2. Amount of Loss
 - a. If you are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, our payment will be calculated in the following manner:
 - (1) Your average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.
 - b. The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:
 - (1) Balances for accounts not damaged or affected by the loss;
 - (2) Amounts of accounts you are able to re-establish and collect;
 - (3) An allowance for bad debts you are not normally able to collect; and
 - (4) All unearned interest and service charges.
3. For the purposes of this extension, the following additional exclusions apply and we will not pay for:
 - a. Any loss that requires an audit or inventory to establish its existence;
 - b. Any fraudulent, dishonest or criminal act done by:
 - (1) Anyone entrusted with the **covered property**, including their employees and agents; or
 - (2) Anyone having an interest in the **covered property**. This exclusion does not apply to the acts of a carrier for hire;
 - c. Bookkeeping, accounting, or billing errors or omissions;
 - d. Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or
 - e. Taxes or Bond revenue.
4. For the purposes of this extension, the following additional conditions apply:
 - a. When you are not open for business, or when you are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.
 - b. When records of accounts receivable have been damaged or destroyed, you must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and we will pay such costs and expenses of obtaining collection to the extent they reduce your loss.
 - c. When records of accounts receivable have been damaged or destroyed, you will use any property or service owned or controlled by you or obtainable from other sources in order to reduce your loss.

B. Animals

1. We will pay for all owned animals killed in a **covered loss** at a **covered location** by a **specified peril**. We will also pay for the in-line of duty death of a certified police canine or other specially trained animals or horses owned by you.
2. Coverage includes retraining expenses.
3. Your deductible for this extension is the lower of \$500 or the amount shown in the DECLARATIONS.
4. No veterinary costs are included in this extension.

C. Buildings Under Construction

1. We will pay for a **covered loss** to your buildings that are under construction. Your schedule must indicate any ongoing or intended construction projects.
2. Buildings Under Construction include:
 - a. New buildings being erected at a **covered location**;
 - b. Additions to any buildings already covered under this Coverage Form;
 - c. Renovations to any buildings included in the schedule; or
 - d. New buildings being erected at sites other than a **covered location**, subject to a maximum final contract value any one construction project limit of USD 1,000,000.

D. Debris Removal Expense:

1. We will pay for the expense to remove debris from a **covered loss** at a **covered location**. We will only pay these expenses if we receive written notice as soon as reasonably possible of the **covered loss** and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage period**, whichever is earlier.
2. We will pay for expenses to remove from covered locations storm blown debris of property not covered by this Coverage Form, excluding trees, timber, shrubs, or landscaping originating from your location(s).
3. Debris removal expense does not include any costs to clean up or remove:
 - a. **Pollutants**;
 - b. Asbestos; or
 - c. Debris in or on easements, right-of-ways, streets, roads, water or beaches that are not **covered locations**.

E. Demolition Cost, Operation of Building Laws and Increased Construction Cost:

1. In the event of a **covered loss**, we will pay:
 - a. Demolition Cost:

The cost incurred to demolish all or part of your covered **real property**, including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.
 - b. Operation of Building Laws:

The cost you incur to rebuild at the same location any undamaged part of your **real property**, which is required by law to be demolished after a **covered loss**. We will only pay the costs to satisfy the minimum requirements of the applicable law or ordinance that exist at the time of the loss.
 - c. Increased Construction Cost:

The increased cost you incur for materials and labor required to rebuild the damaged portion of your **real property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.
 - d. We will not pay for any:
 - (1) Of these costs unless they are incurred within two (2) years from the date of loss.
 - (2) Loss due to any law or ordinance that:

- (a) You were required to comply with before the loss, even if the building was undamaged; and
 - (b) You failed to comply with.
- (3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution**.

F. Duty to Defend:

1. We will defend that part of any suit against you involving **personal property** of others when all of the following conditions exist:
 - a. The suit seeks payment for physical loss or damage to the **personal property** of others; and
 - b. The physical loss or damage is caused by a **peril insured against**; and
 - c. The physical loss or damage takes place while the **personal property** of others is in your custody; and
 - d. The **personal property** of others is the type of property covered by this Coverage Form.
2. We will do so even if such suit is groundless, false or fraudulent, but we may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as we deem appropriate.

G. Errors and Omissions

1. It is a material requirement of this agreement that the Named Insured Party accurately report the values of the property for which it seeks coverage at the locations within the Coverage Form territory where that property is located. Subject to this requirement, we will not preclude coverage for damage at a particular location where the Named Insured Party or its producer made an error or unintentional omission:
 - a. In the description or location of item(s) of property in the most recent **Schedule of DECLARATIONS** or documentation submitted to and accepted by us, provided that the item is the type covered under the Coverage Form and the error or omission is not greater than the limit set forth in the DECLARATIONS.
 - b. In the **Schedule of DECLARATIONS** so that the report omitted a location owned or occupied by the Named Insured Party at the inception date.
2. Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Form inception. The limit shown in the DECLARATIONS is the maximum amount of indemnity for any **occurrence**. This coverage does not apply to **inland marine**, automobile or if coverage is found in whole or in part elsewhere in this agreement.

H. Expediting Expenses:

1. We will pay, in the event of a **covered loss**, for the reasonable extra costs of temporary repair to **covered property** or of expediting the permanent repair or replacement of that property, whichever is less. These expenses include overtime wages and extra costs for express or other rapid means of transportation.
2. We will not pay for temporary rental of property or temporary replacement of damaged property.

I. Fire Department Charges:

We will pay charges you incur when an outside fire department is called to save or protect **covered property** from a **covered loss**.

J. Fungus Cleanup Expense:

1. We will pay when **fungus**, wet or dry rot, or bacteria results from one or more of the following causes that occurs during the **coverage period** and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence**, and only if any loss resulting from the following is reported to **us** within sixty (60) days of the **occurrence**:
 - a. A **covered loss** other than fire or lightning; or
 - b. **Flood**, if **flood** coverage applies to the affected premises.
2. Under conditions described in 1. above, we will pay for loss or damage by **fungus**, wet or dry rot or bacteria. As used in this coverage, the term "damage" means:

- a. Direct physical loss or damage to **covered property** caused by **fungus**, wet or dry rot or bacteria, including the cost of removal of **fungus**, wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other **covered property** as needed to gain access to the **fungus**, wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **fungus**, wet or dry rot or bacteria are present.
3. Regardless of the number of claims, the limit shown in the DECLARATIONS is the most we will pay for the total of all loss or damage arising out of all **occurrences** which take place during the **coverage period**. We will not pay more than this amount even if the **fungus**, wet or dry rot or bacteria continues to be present or active, or recurs, in a later **coverage period**.
 4. The coverage provided under this Coverage Form does not extend the available coverage at a location beyond the amount scheduled for that location.
 5. **Fungus** Cleanup Expense does not include any costs to clean up or remove **pollutants**.
 6. **Fungus** Cleanup Expense will be considered part of the original **occurrence**, and no separate deductible will apply.
- K. Lawns, Plants, Trees or Shrubs:
1. We will pay for a **covered loss** to lawns, plants, trees and shrubs at a **covered location** from a **specified peril**.
 2. We will not pay more than the lesser of the following:
 - a. The applicable limit of insurance shown in the DECLARATIONS on the Extension of Coverages Schedule; or
 - b. The amount of the total value of the building and contents at that **covered location**.
- L. Leasehold Interest
1. We will pay for loss of covered leasehold interest you sustain due to the cancellation of your lease. The cancellation must result from a **covered loss** to a **covered location**. Covered leasehold interest means the following:
 - a. The difference between:
 - (1) The rent you pay at the described premises including taxes, insurance, janitorial or other service that you pay for as part of the rent; and
 - (2) The rental value of the described premises that you lease.
 2. The most we will pay for loss because of the cancellation of any one lease is your covered leasehold interest at the time of loss. Your covered leasehold interest decreases automatically each month. A proportionate share applies for any period of time less than a month.
- M. Air Conditioning Systems
- We provide coverage when your business is necessarily wholly or partially interrupted by direct physical loss of or damage by a **peril insured against** to the air conditioning or electrical systems which are necessary for the operation of **covered property** and results in a reduction or suspension of your business.

N. **New Locations** (anywhere except Monroe County)

1. We will pay for insured physical loss or damage to a **new location** you acquire during the **coverage period** except in Monroe County. Coverage under this extension will end upon the earliest of the following:
 - a. Sixty (60) days after the date of acquisition;
 - b. When you report values described in paragraph 2. below to us; or
 - c. When this Coverage Part terminates.
2. For the newly acquired location to be added to this Coverage Part, you must submit to us a written report stating the location, occupancy, full replacement cost, including **business income** and any other time element values for that location, and any other coverages that may be in force at the **new location** within sixty (60) days of the date of acquisition.
3. If we receive from you the report described in paragraph 2. above and it is completed to our satisfaction, the **new location** will then be covered under the **real property** coverage in this Coverage Form. Additional premium will apply to the **new location**.
4. This extension does not apply to **real property** newly constructed by you during the **coverage period**.
5. Coverage for **new locations** located in Monroe County are on a prior submit basis only.

O. **Personal Property** of Employees:

1. We will pay for physical loss by a **peril insured against** to the **personal property** (other than automobiles) of your employees when such property is at a **covered location** or being used by the employee in the course of employment.
2. We will not pay for any loss to such property that occurs at the employee's residence.
3. With respects to this extension, volunteers are not considered employees and there is no coverage for **personal property** of volunteers.

P. **Pollution Cleanup Expense**:

1. We will pay to remove **pollutants** from **covered property** at a **covered location** if the **pollution** results from a **specified peril**.
2. If **pollution** results from a **peril insured against**, we will pay:
 - a. To remove **pollutants** from land, soil, surface or ground water upon, within, beneath or comprising a **covered location**; or
 - b. For testing performed in the course of extracting the **pollutants** from **covered locations**.
3. We will pay for removal or testing after a **covered loss** that occurs during the **coverage period**.
4. We will only pay these expenses if we receive immediate written notice of the **covered loss** and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage period**, whichever is earlier.

Q. **Professional Fees**:

1. We will pay for the reasonable costs you incur, for auditors, architects, engineers, accountants or other professionals and the cost of using your employees who undertake to accurately determine the details of your business in order to determine the extent of a **covered loss** payable under this Coverage Form for which we have accepted liability.
2. Professional fees do not include:
 - a. Any fees or expenses of attorneys;
 - b. Any fees or expenses of public adjusters or any of their subsidiaries or associated entities; or
 - c. Fees based on a contingency.

R. **Recertification of Equipment**

We will pay the necessary costs or expenses you incur to recertify portable fire fighting, ambulance or rescue-related scheduled **inland marine** you own, when such equipment is damaged in a **covered loss**.

S. Service Interruption Coverage

1. In the event a cause of loss of the type covered hereunder directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines more than 1,000 feet from the premises of the Named Insured Party), we will pay for damage to **covered property** at a **covered location** directly resulting from interruption of electricity, steam, water, natural gas, refrigeration, fuel or from the lack of outgoing sewerage service.
2. However, we will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

T. Transit:

We will pay for physical loss to your covered **personal property** or **inland marine** while in transit, including your covered **personal property** in the custody of messengers or salespeople.

U. Vehicles as Scheduled Property

We will pay for physical loss to your vehicles, when damaged by a **covered loss**, regardless of the location. The **named storm** deductible applies per vehicle rather than per location.

V. Preservation of Property

In the event of any actual or imminent physical loss or physical damage of the type insured against by the Coverage Form, the cost or expenses incurred in taking reasonable and necessary measures for the temporary protection and/or preservation of **covered property** shall be added to the total physical loss and/or physical damage amount, if any, otherwise payable under this Coverage Form but without increasing the applicable limits or sub-limits of insurance stated in the Coverage Form.

W. Property at Miscellaneous Unnamed Locations

Subject to the terms, conditions and limitations of the Coverage Form, the Insurers agree that this insurance is extended to apply to the Named Insured Party's interest in **covered property** at any miscellaneous unnamed locations within the Coverage Form Territory.

X. Piers, Docks and Wharves as Scheduled Property

We will pay for physical loss to your scheduled piers, docks and wharves when damaged by a **covered loss**.

Y. Money and Securities

We will pay for physical loss, damage or destruction of Money and/ or Securities.

Z. Exhibitions, Fair or Trade Shows

1. We will pay for physical loss or damage to your stock and general contents while at any exhibition, fair or trade show including while in direct transit to and from the exhibition, fair or trade show venue when damaged by a peril insured against.
2. This extension does not cover:
 - a. **Computer System** property which is not permanently secured to and fully integrated into an exhibit or exhibit stand;
 - b. Fine art; or
 - c. Damage to property insured while in or on an unattended vehicle.

AA. Glass and Sanitary Fittings Extension

1. We will pay for the costs of repair or replacement in the event of breakage of glass or sanitary fittings by a **peril insured against**.
2. The basis of the claim settlement shall be the value of the glass or sanitary fittings or at our option its repair, replacement or reinstate.
3. We will also pay:

- a. For damage to frames or framework which has to be removed to replace the glass;
 - b. For the cost of necessary boarding-up and the provision of a temporary door, consequent upon the breakage of glass; and
 - c. For damage to goods displayed provided such damage was not a direct result of theft or attempted theft.
4. We will not pay for:
- a. Breakage arising directly from alteration to or repair or restoration of the premises;
 - b. Breakage of glass or sanitary fittings;
 - (1) Already damaged at inception of the **coverage period**;
 - (2) Forming part of your stock in trade;
 - c. Scratching or chipping of glass unless it extends through the complete fabric of the glass;
 - d. Breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;
 - e. Breakage in respect of any unoccupied building;
 - f. Breakage of bulbs or tubes unless consequent upon damage to neon or illuminated signs;
 - g. Breakage caused by mechanical or electrical breakdown or the application of electrical energy; or
 - h. The applicable deductible for each and every loss arising hereunder.

BB. Ingress/Egress

- 1. This Coverage Form covers the actual loss sustained and extra expense incurred by you due to the necessary interruption of your business due to prevention of ingress to or egress from a **covered location**, whether or not your premises or property is damaged, provided that such prevention is a direct result of physical damage of the type insured by this Coverage Form, to the kind of property not excluded by this Coverage Form situated within one mile of the **covered location**.
- 2. We do not insure loss resulting from:
 - a. Lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and voice, **Data** or video.
 - b. Picketing or other action by strikers except for physical damage not excluded by this Coverage Form.
- 3. This Coverage Form does not provide coverage under this extension for more than forty-five (45) consecutive days.

CC. Lock and Key Replacement

- 1. This Coverage Form covers the reasonable and necessary costs incurred by you to pay for replacing locks and keys to safes, alarms and outside doors of any insured building at a **covered location**, following theft or attempted theft or loss of keys.
- 2. This Coverage Form does not cover theft or attempted theft from the insured building except as a result of violent and forcible entry to the insured building.

DD. Tracks and Fields

We will pay for a physical loss to **tracks and fields** at a **covered location** from a **specified peril**.

EE. Awnings, Gutters and Downspouts

- 1. We will pay for loss to your awnings, gutters and downspouts when damaged by a **covered loss**.
- 2. Awnings, gutters and downspouts, are not covered under this Coverage Form for loss or damage due to wind, freezing, thawing, ice, snow or sleet;
- 3. Awnings, gutters or downspouts are excepted from item 2. above, when:
 - a. The awnings, gutters and downspouts are attached to a single premises; and
 - b. The same single premises incurs the greater portion of the total damages.

SECTION VIII – DEFINITIONS

- A. **Accident** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following:
1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires;
 3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
 4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
 5. An event inside hot water boilers or other heating equipment that damages such equipment; or
 6. Bursting, cracking or splitting.
- B. **Actual cash value** means **replacement cost** less deduction for depreciation.
- C. **Additional expense** means **necessary expenses** you incur during the **period of restoration** that you would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:
1. Avoid or minimize the suspension of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location; and
 2. Minimize the suspension of business if you cannot continue operations.
- D. **Business income** means:
1. Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
 2. Continuing normal operating expenses incurred, including payroll, less any sum saved during the **period of restoration** in respect of charges and expenses which may cease or be reduced as a consequence of the **covered loss**.
- E. **Catastrophic Ground Cover Collapse** means geological activity that results in all of the following:
1. The abrupt collapse of the ground cover;
 2. A depression in the ground cover clearly visible to the naked eye;
 3. **Structural damage** to the building, including the foundation; and
 4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.
- However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a **catastrophic ground cover collapse**.
- F. **Computer System** means:
1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,
- owned or operated by the Insured or any other party.
- G. **Coverage period** means the time during which coverage is provided by this Coverage Form.

- H. **Covered equipment** means the following unless specified otherwise in an endorsement to this Coverage Form:
1. Equipment at a **covered location** that generates, transmits or utilizes energy including electronic communications and **Computer System**; and
 2. Equipment at a **covered location** which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- I. **Covered location** means those locations shown on the **Schedule of the DECLARATIONS**, or on the schedule of any endorsement to this Coverage Form.
- J. **Covered loss** means physical loss to **covered property** at a **covered location** resulting from a **peril insured against** by this Coverage Form.
- K. **Covered property** means property covered by this Coverage Form.
- L. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- M. **Cyber Incident** means:
1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- N. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- O. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- P. **Data Processing Media** means any property insured by this Coverage Form on which **Data** can be stored but not the **Data** itself.
- Q. **Earth movement** means:
1. Whether natural or man-made, includes but is not limited to:
 - a. Earthquake;
 - b. Landslide;
 - c. Mudflow;
 - d. Sinking, rising or shifting of the earth, other than **catastrophic ground cover collapse** or **sinkhole loss**;
 - e. Mudslide;
 - f. Rockslide; and
 - g. **Volcanic activity**.
 2. However, physical damage by fire, explosion or sprinkler leakage resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this Coverage Form. **Earth movement** does not include **sinkhole loss** or **catastrophic ground cover collapse**. Further, this Coverage Form does not insure against **sinkhole loss** as defined in Florida law unless an endorsement for **sinkhole loss** is made part of this Coverage Form. However, if **sinkhole loss** causes **catastrophic ground cover collapse**, coverage is provided for the resulting **catastrophic ground cover collapse** even if an endorsement for **sinkhole loss** is not made part of this Coverage Form.

- R. **Effective date** means the day and time at which the coverage provided by this Coverage Form begins.
- S. **Flood** means: rising waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer back-up resulting from any of the foregoing. However, the following are not considered to be loss by **flood** within the terms and conditions of this Coverage Form:
1. Physical damage by fire, explosion or sprinkler leakage resulting from **flood**.
 2. Physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a **named storm**.
- T. **Flood Zone A** means property wholly or partially within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the sub-classifications of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.
- U. **Flood Zone V** means property wholly or partially within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but not be limited to, all of the sub-classifications of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.
- V. **Fungus** means any type or form of **fungus**, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- W. **Inland Marine** means scheduled:
1. Communications Equipment - Your stationary or portable communications equipment while at your **covered location** or away from your **covered location** during authorized use.
 2. Contractor's/Mobile Equipment – Your stationary or portable machinery and tools while at your **covered location** or away from your **covered location** during authorized use.
 3. **Computer Systems** - Your programmable electronic equipment that is used to store, retrieve and process **Data**, as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **Data** transmission.
 4. Emergency Service Portable Equipment – Your portable firefighting, ambulance or rescue related equipment, excluding aircraft and watercraft.
 5. Fine Arts – Your art, sculptures, rarities, or antiques, owned by you or in your care, custody and control.
 6. Other Inland marine - Your outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters and other portable equipment not otherwise classified.
 7. Rented, Borrowed or Leased Equipment – Items in your care, custody or control that you assume responsibility for through a formal arrangement.
 8. Valuable Papers - Your books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum or, cell. We will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
- X. **Limits of insurance** means the maximum amount we will pay for a **covered loss**.
- Y. **Named storm** means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center or any other recognized meteorological authority. All **named storm** events that occur within a continuous seventy-two (72) hour period will be considered a single

occurrence.

- Z. **Necessary expenses** means reasonable expenses in excess of normal operating expenses, you incur in reducing your loss of **business income**. We will not pay more than we would pay if you had been unable to make up lost production or continue operations or services.

AA. **New locations** means:

1. **Real property**, you purchase or rent including **personal property** at that location;
2. **Real property** you begin to build; or
3. **Inland marine** you purchase;
after the **effective date** of this Coverage Form.

BB. **Occurrence** means a sudden, identifiable, fortuitous event that results in a **covered loss** or series of events directly resulting from a **covered loss**.

CC. **Over the road coverage** means while the vehicle is being driven or is in the course of travelling from one location to another.

DD. **Peril(s) insured against** means risk of direct physical loss or damage from any cause except as excluded within the Coverage Form.

EE. **Period of restoration** means:

1. For buildings and equipment, the period of time which:
 - a. Starts at the time of a **covered loss**; and
 - b. Ends when using reasonable speed the building and equipment could be:
 - (1) Repaired or replaced; and
 - (2) Made ready for operations;Under the same or equivalent physical and operating conditions that existed prior to the damage.
2. For buildings under construction:
 - a. We will apply the time period defined in 1. above to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened; and
 - b. We will give consideration to the actual experience of the business after completion of the construction and start-up.
3. For stock in-process and mercantile stock, including finished goods not manufactured by you, the time required using reasonable speed:
 - a. To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
 - b. To replace physically damaged mercantile stock.
4. For raw materials and supplies, the period of time:
 - a. Of actual interruption of production or suspension of operation or services which resulted from your inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but
 - b. Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.
5. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
6. The time required using reasonable speed to restore the physically damaged or destroyed **Data**, or **Data Processing Media**. This time does not include research engineering or any other time necessary to restore or recreate lost information.
7. The **period of restoration** does not include any additional time due to your inability to resume operations

for any reason, including but not limited to:

- a. Making changes to equipment;
 - b. Making changes to the buildings, or structures, except as provided In the Demolition Cost, Operation of Building Laws and Increased Construction Cost provision if coverage is shown in the Property DECLARATIONS, under the Extensions of Coverage Schedule;
 - c. Restaffing or retraining employees; or
 - d. Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to **pollution** or **pollutants**.
8. The expiration of this Coverage Form will not terminate the **period of restoration**. The **period of restoration** will not exceed twenty-four (24) months from the date of loss and will not be limited by the expiration of this Coverage Form.

FF. **Personal property** means:

1. Personal property you own;
2. Improvements and betterments you have made in buildings you do not own; and
3. Your legal liability to the owner of personal property in your custody for physical damages to that property resulting from a **peril insured against** under this Coverage Form.

GG. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed. However, **pollutants** does not include ammonia or asbestos.

HH. **Pollution** means the presence, discharge, dispersal, seepage, migration, release or escape of any **pollutants**.

II. **Property in the open** means:

1. Fixtures, including outdoor fixtures;
2. Permanently installed outdoor machinery and equipment;
3. Outdoor furniture;
4. Outdoor open air pavilions;
5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches and playground equipment.

Property in the open does not include buildings, structures or **real property** within 1,000 feet of property on the **Schedule of the DECLARATIONS**; or shown on the statement of values that you provide **us**, the function of which is unrelated to or not incidental to the normal operation of property on the **Schedule of the DECLARATIONS**; or shown on the statement of values that you provide **us**.

JJ. **Real property** means buildings and any other structure, including:

1. Attached additions, extensions, permanent fittings or fixtures;
2. Machinery and equipment used to service the buildings;
3. Yard fixtures.

KK. **Replacement cost** means the cost to replace **covered property**:

1. With new materials of like kind and quality and used for the same purpose; and
2. At the location where the loss happened.

But **replacement cost** excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair or use.

LL. **Schedule of the DECLARATIONS** is the schedule of values reported to and on file with **us**, or attached to this Coverage Form and the limits and sub-limits shown in the DECLARATIONS.

MM. **Sinkhole activity** means settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

NN. **Sinkhole loss** means **structural damage** to the covered building, including the foundation, caused by **sinkhole activity**.

OO. **Specified perils** means direct physical loss or damage caused by or resulting from:

1. Fire;
2. Lightning;
3. Aircraft;
4. Explosion, except for watercraft while in the water;
5. Riot;
6. Civil commotion;
7. Smoke;
8. Vehicles;
9. Windstorm or hail to property contained in any building;
10. Malicious mischief;
11. Leakage or accidental discharge from automatic fire protection system;
12. Collapse, except for watercraft while in the water;
13. Theft, except for watercraft while in the water; or
14. **Catastrophic Ground Cover Collapse**.

PP. **Structural damage** means a covered building, regardless of the date of its construction, has experienced the following:

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
4. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as substantial **structural damage** as defined in the Florida Building Code.

QQ. **Tracks and Fields** means grounds specifically constructed and maintained for athletic activities, including artificial field turf. Tracks and Fields do not include playground equipment, grandstands, fences, signs, light poles, score boards or other installed equipment.

RR. **Volcanic activity** means loss to **covered property** directly resulting from:

1. Airborne volcanic blast or shockwaves;
2. Ash, dust, or particulate matter all resulting from volcanic blast; and
3. Lava flow.

All **volcanic activity** resulting from eruptions occurring within any 168 hour period will constitute a single **occurrence**.

SS. **Watercraft** means your own scheduled vessels not exceeding 26 feet in overall length, designed for operation in or on any waterway, for **specified perils** only, excluding collision with another object.

TT. **Wind** means the direct action of the movement of air at any velocity including any substance driven by the movement of the air.

SECTION IX - GENERAL CONDITIONS

This Coverage Form and applicable endorsements are subject to the following conditions:

A. CANCELLATION

1. The Named Insured Party(ies) shown in the DECLARATIONS may cancel this Coverage Form by mailing or delivering to us advance written notice of cancellation.
2. If this Coverage Form has been in effect for 90 days or less:
 - a. we may cancel this Coverage Form by mailing or delivering to the first Named Insured Party written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 90 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by us.
 - b. We may not cancel:
 - (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the **covered property**; or
 - (2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the **covered property**.
3. If this Coverage Form has been in effect for more than 90 days:
 - a. We may cancel this Coverage Form only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The Coverage Form was obtained by a material misstatement;
 - (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
 - (4) There has been a substantial change in the risk covered by the Coverage Form;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the **covered property**;
 - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the **covered property**; or
 - (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.
 - b. We will mail or deliver to the first Named Insured Party written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;
 - (2) 45 days before the effective date of cancellation if cancellation is for one or more of the reasons stated in Paragraphs 3.a.(2) through 3.a.(8) above.
4. We will mail or deliver our notice to the first Named Insured Party at the last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The **coverage period** will end on that date.
6. If this Coverage Form is cancelled, we will send the first Named Insured Party any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured Party cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Coverage Form is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect.

The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, proof of mailing will be sufficient proof of notice.
8. Failure of the Insured Party(ies) to make timely payment of premium shall be considered a request by the Named Insured Party(ies) to cancel this Coverage Form; provided, however, such cancellation shall be rescinded if the Named Insured Party remits the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

1. This Coverage Form contains all the agreements between you and us concerning the coverage afforded. The Named Insured Party(ies) shown in the DECLARATIONS is not authorized to make changes in the terms of this Coverage Form without our consent.
2. This Coverage Form's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Form.

C. EXCESS INSURANCE/REINSURANCE

1. If any terms, limits, deductibles, coverage and/or conditions of this Coverage Form are affected throughout the coverage period, this Coverage Form may be endorsed to reflect those changes.

D. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Form.

E. COORDINATION OF COVERAGES

In the event a single claim or suit triggers coverage under more than one coverage part, the most we will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

F. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this Coverage Form at any time during the **coverage period** and up to three years afterward.

G. INSPECTIONS AND SURVEYS

1. We have the right but are not obliged to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.
4. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

H. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Form. If you do, we will pay our share of the **covered loss** or damage. Our share is the proportion that the **limit of insurance** of our Coverage Form bears to the total of the limits of all the

coverages covering on the same basis.

I. PREMIUMS

The Named Insured Party shown in the DECLARATIONS:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

J. SUBROGATION

1. In the event of any payment under this Coverage Form, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE FORM

Your rights and duties under this Coverage Form may be transferred. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss.
2. After a loss only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

L. NONRENEWAL

1. If we decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured Party written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration of the Coverage Form.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured Party at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. We may not refuse to renew this Coverage Form:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the **covered property**;
 - b. On the basis of filing of claims for **sinkhole loss**. However, we may refuse to renew this Coverage Form if:
 - (1) The total of such property insurance claim payments for this Coverage Form equals or exceeds the limits in effect on the date of loss for property damage to the covered building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the **covered property**.
4. Notwithstanding the provisions of Paragraph K.3., we may refuse to renew this Coverage Form if this Coverage Form includes **sinkhole loss** coverage. If we nonrenew this Coverage Form for purposes of removing **sinkhole loss** coverage, pursuant to section 627.706, Florida Statutes, we will offer you a Coverage Form that includes **catastrophic ground cover collapse** coverage.

5. Notwithstanding the provisions of Paragraph K.3., we may refuse to renew this Coverage Form if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

M. COVERAGE INQUIRIES AND COMPLAINT ISSUES

If an Insured needs information regarding coverage, has a coverage inquiry or needs assistance resolving a complaint arising out of or relating to this coverage, we can be reached at 1-888-259-3010.

SECTION X – BOILER & MACHINERY

Subject to any applicable limits on the below schedule, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any **one accident**.

These coverages apply to all locations covered on the Coverage Form, unless otherwise specified.

SCHEDULE

I. Coverages	Limits
Equipment Breakdown Limit	Subject to the Total Insured Values described on the DECLARATIONS.
Business Income	Included
Extra Expense	Included
Data Restoration	\$100,000
Expediting Expense	\$1,000,000
Fungus , Wet Rot, Dry Rot and Bacteria	\$15,000
Hazardous Substances	\$500,000
Service Interruption	Subject to Business Income , Extra Expense, Data Restoration, and Spoilage limits
Spoilage	\$50,000
II. Deductibles	
Direct Coverage	Subject to the All Other Perils Deductible described on the DECLARATIONS.

Time Element - Indirect Coverages

- A. **EQUIPMENT BREAKDOWN COVERAGE:** The term **perils(s) insured against** includes Equipment Breakdown as described and limited below:
1. We will pay for direct physical damage to **covered property** that is the direct result of an **accident**. As used in this Section X – Boiler & Machinery, **accident** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following:
 - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. Unless otherwise shown in the **schedule** above, the following coverages also apply to the direct result of an **accident**. These coverages do not provide additional amounts of insurance:
- a. Expediting Expenses
 - (1) With respect to your damaged **covered property**, we will pay the reasonable extra cost to:
 - (a) Make temporary repairs; and
 - (b) Expedite permanent repairs or permanent replacement.
 - (2) The most we will pay for loss or expense under this coverage is \$1,000,000 unless a different amount is shown in the **schedule** above.
 - b. Hazardous Substances
 - (1) We will pay your additional cost to repair or replace **covered property** because of contamination by a **hazardous substance**. This includes the additional expenses to clean up or dispose of such property.
 - (2) This does not include contamination of **perishable goods** by refrigerant, including but not limited to ammonia, which is addressed in 2.c.(1)(b) below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no **hazardous substance** been involved.
 - (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of **business income** you sustain and necessary extra expense you incur, if shown as covered, is \$500,000 unless a different amount is shown in the **schedule** above.
 - c. Spoilage
 - (1) We will pay:
 - (a) For physical damage to **perishable goods** due to spoilage;
 - (b) For physical damage to **perishable goods** due to contamination from the release of refrigerant, including but not limited to ammonia;
 - (c) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
 - (2) If you are unable to replace the **perishable goods** before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the **perishable goods** at the time of the **accident**, less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with Section V - Valuations.
 - (3) The most we will pay for loss, damage or expense under this coverage is \$50,000 unless a different amount is shown in the **schedule** above.
 - d. Data Restoration
 - (1) We will pay for your reasonable and necessary cost to research, replace and restore lost **data**.
 - (2) The most we will pay for loss or expense under this coverage, including actual loss of **business income** you sustain and necessary extra expense you incur, if shown as covered, is \$100,000 unless a different amount is shown in the **schedule** above.
 - e. Service Interruption
 - (1) Any insurance provided for **business income**, extra expense or spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an **accident** to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of **covered equipment** except that it is not **covered property**.
 - (2) Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the **accident**. If the interruption exceeds 24 hours, coverage

will begin at the time of the interruption, and the applicable deductible will apply.

- (3) The most we will pay in any **one accident** for loss, damage or expense under this coverage is the applicable limit for **business income**, extra expense or spoilage, except that if a limit is shown in the **schedule** above for Service Interruption, that limit will apply to **business income** and extra expense loss under this coverage.

f. **Fungus, Wet Rot, Dry Rot And Bacteria**

- (1) We will pay your additional cost to repair or replace **covered property** because of contamination by **fungus**, wet rot, dry rot or bacteria resulting from an **accident**. This includes the additional costs to clean up or dispose of such property. This does not include spoilage of **personal property** that is **perishable goods** to the extent that such spoilage is covered under Spoilage coverage.
- (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no **fungus**, wet rot, dry rot or bacteria been involved.
- (3) We will also pay the cost of testing performed after repair or replacement of the damaged **covered property** is completed only to the extent that there is reason to believe there is the presence of **fungus**, wet rot, dry rot or bacteria.
- (4) This coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
- (5) The most we will pay in any **one accident** for loss, damage or expense under this coverage, including actual loss of **business income** you sustain and necessary extra expense you incur, if shown as covered, is \$15,000 unless a different amount is shown in the **schedule** above even if the **fungus**, wet rot, dry rot or bacteria continues to be present or active or recurs in a later **coverage period**.

g. **Business Income and Extra Expense**

Any insurance provided under the Coverage Form for **business income** or extra expense is extended to this Boiler & Machinery coverage. The most we will pay for loss or expense under this coverage is the applicable limit for **business income** and extra expense shown in the **schedule** above.

3. Exclusions: All exclusions in Section III - Exclusions apply except as modified below:

a. The following exclusions are added:

- (1) Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an **accident** results, we will pay for the resulting loss, damage or expense caused by that **accident**.
- (2) If electrical **covered equipment** requires drying out because of water, we will pay for the direct expenses of such drying out subject to the applicable **limit of insurance** and deductible for building or business **personal property**, whichever applies.
- (3) We will not pay for loss, damage or expense caused by or resulting from:
 - (a) A hydrostatic, pneumatic or gas pressure test of any **boiler and pressure vessel**, or an electrical insulation breakdown test of any type of electrical equipment; or
 - (b) Any of the following:
 - (i) Defect, programming error, programming limitation, computer virus, malicious code, loss of **data**, loss of access, loss of use, loss of functionality or other condition within or involving **data** or **Data Processing Media** of any kind; or
 - (ii) Misalignment miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.
 - (iii) However, if an **accident** results, we will pay for the resulting loss, damage or expense caused by that **accident**.
- (4) With respect to Service Interruption and **Fungus, Wet Rot, Dry Rot And Bacteria** coverages, we will also not pay for an **accident** caused by or resulting from: fire; lightning; windstorm or hail;

- explosion; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; **flood** or **earth movement**.
- (5) With respect to **Business Income**, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.
 - (6) Except as specifically provided under **Fungus**, Wet Rot, Dry Rot And Bacteria coverage, we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an **accident**: Any **fungus**, wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of **fungus**, wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such **fungus**, wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of **personal property** that is **perishable goods**, to the extent that such spoilage is covered under Spoilage coverage.
 - (7) We will not pay for any loss or damage to animals.
4. Boiler and Machinery Definitions – The following definitions only apply to the coverage provided under Section X – Boiler and Machinery and supersedes anything to the contrary:
- a. **Boiler and pressure vessel** means:
 - (1) Any boiler, including attached steam, condensate and feed water piping; and
 - (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.
 - b. **“Covered equipment”**
 - (1) **Covered equipment** means, unless otherwise specified in a **schedule**, covered property:
 - (a) That generates, transmits or utilizes energy; or
 - (b) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents
 - (c) **Covered equipment** may utilize conventional design and technology or new or newly commercialized design and technology.
 - (2) None of the following is **covered equipment**:
 - (a) Structure, foundation, cabinet or compartment;
 - (b) Insulating or refractory material;
 - (c) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
 - (d) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (e) **Vehicle** or any equipment mounted on a **vehicle**;
 - (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - (g) Dragline, excavation or construction equipment; or
 - (h) Equipment manufactured by you for sale.
 - c. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
 - d. **Hazardous substance** means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
 - e. **One accident** means if an initial **accident** causes other **accidents**, all will be considered **one accident**. All **accidents** that are the result of the same event will be considered **one accident**.
 - f. **Perishable goods** means **personal property** maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
 - g. **Schedule** means the Equipment Breakdown Coverage Schedule.
 - h. **Vehicle** means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. **Vehicle** includes, but is not limited to: car, truck,

bus, trailer, train, aircraft, **watercraft**, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a **vehicle**.

B. Deductible

1. The deductible in the DECLARATIONS applies unless a separate Equipment Breakdown deductible is shown in the **schedule** above. If a separate Equipment Breakdown deductible is shown, the following applies:
 - a. Deductibles for Each Coverage
 - (1) Unless the **schedule** indicates that your deductible is combined for all coverages, multiple deductibles may apply to any **one accident**.
 - (2) We will not pay for loss, damage or expense under any coverage until the amount of the **covered loss**, damage or expense exceeds the deductible amount indicated for that coverage in the **schedule**. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
 - (3) If deductibles vary by type of **covered equipment** and more than one type of **covered equipment** is involved in any **one accident**, only the highest deductible for each coverage will apply.
 - b. Direct and Indirect Coverages
 - (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the **schedule**.
 - (2) Unless more specifically indicated in the **schedule**:
 - (a) Indirect Coverages Deductibles apply to **business income** and extra expense loss; and
 - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this Section X – Boiler & Machinery coverage.
 - c. Application of Deductibles
 - (1) Dollar Deductibles

We will not pay for loss, damage or expense resulting from any **one accident** until the amount of loss, damage or expense exceeds the applicable Deductible shown in the **schedule**. We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, up to the applicable **limit of insurance**.
 - (2) Time Element Deductible

If a time element deductible is shown in the **schedule**, we will not be liable for any loss occurring during the specified number of hours or days immediately following the **accident**. If a time element deductible is expressed in days, each day shall mean twenty-four consecutive hours.
 - (3) Multiple of the Average Daily Value (ADV)
 - (a) If a deductible is expressed as a number times ADV, that amount will be calculated as follows:
 - (i) The ADV (Average Daily Value) will be the **business income** (as defined in any **Business Income** coverage that is part of this policy) that would have been earned during the **period of interruption** of business had no **accident** occurred, divided by the number of working days in that period.
 - (ii) No reduction shall be made for the **business income** not being earned, or in the number of working days, because of the **accident** or any other scheduled or unscheduled shutdowns during the period of interruption.
 - (iii) The ADV applies to the **business income** value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the **period of restoration**.

(iv) The number indicated in the **schedule** will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

(4) Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

2. Conditions

a. Suspension

(1) Whenever **covered equipment** is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an **accident** to that **covered equipment**. This can be done by mailing or delivering a written notice of suspension to:

(a) Your last known address; or

(b) The address where the **covered equipment** is located.

(2) Once suspended in this way, your insurance can be reinstated only by an endorsement for that **covered equipment**. If we suspend your insurance, you will get a pro rata refund of premium for that **covered equipment** for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

b. Jurisdictional Inspections

If any property that is **covered equipment** under this coverage requires inspection to comply with state or municipal **boiler and pressure** vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

c. Environmental, Safety and Efficiency Improvements

(1) If **covered equipment** requires replacement due to an **accident**, we will pay your additional cost to replace with equipment that is better for the environment safer for people, or more energy or water efficient than the equipment being replaced.

(2) However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which **actual cash value** applies and does not increase any of the applicable limits.

d. The most we will pay for loss, damage or expense under this coverage arising from any **one accident** is the applicable **limit of insurance** for Total Insured Values in the DECLARATIONS. The coverage provided does not provide an additional amount of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Cap On Certified Terrorism Losses

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, such as losses excluded by the nuclear exclusion or the war exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINKHOLE LOSS COVERAGE ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

As Per Schedule Attached

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the location(s) indicated in the Schedule, the following provisions apply:

- A.** Exclusion E.15. is deleted in the Coverage Form and **sinkhole loss** is added as a **specified peril**.
- B.** Coverage for **sinkhole loss** includes stabilization of the building (including land stabilization) and repair to the foundation, provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and with notice to you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the professional engineer as set forth in a report from us:
 - 1.** We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
 - 2.** Our payment for **sinkhole loss** to **covered property** may be limited to the **actual cash value** of the loss to such property.

You must enter into a contract for the performance of building stabilization and/or foundation repair in accordance with the aforementioned recommendations, within 90 days after we notify you that there is coverage for **sinkhole loss**. After you have entered into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred.

However, if the professional engineer determines, prior to you entering into the aforementioned contract or prior to the start of repair work, that the repairs will exceed the applicable **limit of insurance**, we must either complete the recommended repairs or pay that **limit of insurance** upon such determination. If the aforementioned determination is made during the course of repair work and we have begun making payments for the work performed, we must either complete the recommended repairs or pay only the remaining portion of the applicable **limit of insurance** upon such determination. The most we will pay for the total of all **sinkhole loss**, including building and land stabilization and foundation repair, is the applicable **limit of insurance** on the affected building.

The stabilization and all other repairs to the **covered property** must be completed within 12 months after entering into the contract for the performance of these repairs, unless:

- a.** There is a mutual agreement between you and us;
- b.** The claim is involved with the neutral evaluation process;
- c.** The claim is in litigation; or
- d.** The claim is under appraisal or mediation.

C. Sinkhole loss does not include:

1. Sinking or collapse of land into man-made underground cavities; or
2. Earthquake.

D. With respect to a claim for alleged **sinkhole loss**, the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay reasonable costs associated with the neutral evaluation, regardless of which party makes the request. But if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party must bear the costs of those services. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us condition in this Coverage Form, except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

E. Coverage for **sinkhole loss** under this endorsement does not increase the applicable **limit of insurance**. Even if loss or damage qualifies under, or includes, both **catastrophic ground cover collapse** (addressed elsewhere in this Coverage Form) and **sinkhole loss**, only one **limit of insurance** will apply to such loss or damage.

F. The following provision is added to the Your Duties After a Loss Property Condition:

A claim for **sinkhole loss**, including but not limited to initial, supplemental and reopened claims is barred unless notice of claim is provided to us in accordance with the terms of this Coverage Form within two (2) years after you knew or reasonably should have known about the **sinkhole loss**.

G. With respect to the coverage provided under this endorsement, Definition **MM. Structural damage** is replaced by the following:

MM. Structural damage means a covered building, regardless of the date of its construction, has experienced the following:

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the **primary structural members** or **primary structural systems** and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those **primary structural members** or **primary structural systems** exceed one and

one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;

3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical **primary structural members** to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 4. Damage that results in the building, or any portion of the building containing **primary structural members** or **primary structural systems**, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the shear plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.
- H. With respect to the coverage provided under this endorsement, the following definitions are added:
- Primary structural member** means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
- Primary structural system** means an assemblage of **primary structural members**.
- I. If we deny your claim for **sinkhole loss** without performing testing under section 627.7072, Florida Statutes, you may demand testing by communicating such demand to us in writing within 60 days after you receive our denial of the claim. You are responsible for 50% of the testing costs, or \$2,500, whichever is less. If our professional engineer or geologist provides written certification, pursuant to section 627.7073, that there is **sinkhole loss**, we will reimburse you for the testing costs.
- J. You may not accept a rebate from any person performing repairs for **sinkhole loss** covered under this endorsement. If you receive a rebate, coverage under this endorsement is void and you must refund the amount of the rebate to us.
- K. If we deny your claim for **sinkhole loss** upon receipt of written certification from a professional engineer or geologist, pursuant to section 627.7073, that there is no **sinkhole loss** or that the cause of the damage was not sinkhole activity, and if the sinkhole claim was submitted without good faith grounds for submitting such claim, you shall reimburse us for 50% of the actual costs of the analyses and services provided under sections 627.7072 and 627.7073, or \$2,500, whichever is less. You are not required to pay such reimbursement unless you request the analysis and services and we, before ordering the analysis, informed you in writing of the potential for reimbursement and gave you the opportunity to withdraw the claim.
- L. As a precondition to accepting payment for **sinkhole loss**, you must file with the county clerk of court, a copy of any sinkhole report regarding your property which was prepared on behalf or at your request. You will bear the cost of filing and recording the sinkhole report.



Communicable Disease Endorsement

The following is added to the PROPERTY COVERGE FORM – FIA 100 as indicated below:

- A. This policy, is subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.
- B. For the purposes of this endorsement loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 1. For a **communicable disease**, or
 - 2. Any property insured hereunder that is affected by such **communicable disease**.
- C. With respect to this endorsement, the following definitions are added to **SECTION VIII – DEFINITIONS**:
 - 1. **Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- D. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms and conditions of the Property Coverage Form remain unchanged.



**PUBLIC ENTITY
GENERAL LIABILITY DECLARATIONS**

NMAED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832
POLICY PERIOD: October 1, 2025 - October 1, 2026

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Bodily Injury and Property Damage	None	
	Employees Benefits Liability	None	
<u>Coverage</u>			
☒	Bodily Injury and Property Damage	\$1,000,000	Per Occurrence
	Personal Injury and Advertising Injury	Included	Per Person or Organization
	Products / Completed Operation	Included	
	Aggregate Limit		
	Medical Payments	\$5,000	
☒	Employees Benefits Liability	\$1,000,000	Per Occurrence
☒	Fire Damage Limit	Included	Any One Premise
☒	No Fault Sewer Backup	\$25,000	Per Claimant
		\$250,000	Aggregate Limit
☒	Pesticide/Herbicide Limit	\$1,000,000	Per Occurrence and Aggregate Limit

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



**PUBLIC ENTITY
GENERAL LIABILITY COVERAGE FORM (Occurrence)
TABLE OF CONTENTS**

SECTION I – COVERAGES	2
A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY	2
1. Coverage Agreement	2
2. Exclusions	3
B. PERSONAL AND ADVERTISING INJURY LIABILITY	10
1. Coverage Agreement	10
2. Exclusions	11
C. MEDICAL PAYMENTS	13
1. Coverage Agreement	13
2. Exclusions	13
D. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B	14
E. EXCLUSIONS APPLICABLE TO COVERAGES A AND B	15
SECTION II – WHO IS AN INSURED	16
SECTION III – LIMITS OF LIABILITY	18
SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS	19
A. Bankruptcy	19
B. Duties In The Event Of Occurrence, Offense, Claim or Suit	19
C. Legal Action Against Us	19
D. Representations	20
E. Separation of Insureds	20
F. Transfer Of Rights Of Recovery Against Others To Us	20
G. Support and Cooperation in Opposition to Claim Bill Legislation	20
H. Coordination of Coverage with Public Officials Liability	20
I. Loss Settlement	20
SECTION V – DEFINITIONS	21



**PUBLIC ENTITY
GENERAL LIABILITY COVERAGE FORM (Occurrence)**

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Form. The words "we," "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

"Insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I – COVERAGES

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages, because of **bodily injury** or **property damage** to which this Coverage Agreement applies. We will have the right and duty to defend the Insured against any **suit** seeking those damages. However, we will have no duty to defend the Insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this Coverage Agreement does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF LIABILITY**;
- (2) Our right and duty to defend ends when we have used up the applicable limit of liability in the payment of judgments or settlements under Coverages **A.** or **B.**; and
- (3) Our obligation under the Coverage **A. Bodily Injury and Property Damage Liability** to pay damages on the Insured's behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Declarations applicable to such coverages.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.**

- b. This coverage applies to **bodily injury** and **property damage** only if:

- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- (2) The **bodily injury** or **property damage** occurs during the Policy Period; and
- (3) Prior to the Policy Period, no Insured listed under Paragraphs **A.** through **F.** of **SECTION II – WHO IS AN INSURED** and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred,

in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the Policy Period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of **bodily injury** or **property damage** during or after the Policy Period will be deemed to have been known prior to the Policy Period.

- c. **Bodily injury** or **property damage** which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by any Insured listed under Paragraphs **A** through **F** of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the Policy Period.
- d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraphs **A** through **F** of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - (1) Reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
 - (3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. Exclusions

This Coverage Agreement does not apply to:

a. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Bodily injury or **property damage** for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement; or
- (2) That the Insured would have in the absence of the contract or agreement.

c. Liquor Liability

Bodily injury or **property damage** for which any Insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that Insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

Bodily injury to:

(1) An **employee** of the Insured arising out of and in the course of:

- (a) Employment by the Insured; or
- (b) Performing duties related to the conduct of the Insured's business; or

(2) The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph **(1)** above.

This exclusion applies whether the Insured may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the **bodily injury**.

This exclusion does not apply to liability assumed by the Insured under an **insured contract**.

f. Pollution

(1) Bodily injury or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any Insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any Insured or any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations:

- (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
- (e) At or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- (f) At or from any premises, site, or location which is or was at any time the responsibility of any Insured to maintain, including but not limited to streets, roads, paths, beaches, waterways, lakes, rivers, canals, retention ponds, bridges, aquifers, or easements.

Subparagraphs (a) and (d)(i) do not apply to **bodily injury or property damage** arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- (b) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, this paragraph does not apply to liability for damages because of **property damage** that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

g. Auto Or Watercraft

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any **auto** or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any Insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any **auto** or watercraft that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft less than 52 feet long that is not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the

auto is not owned by or rented or loaned to you or the Insured;

(4) Liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft; or

(5) **Bodily injury** or **property damage** arising out of the operation of any of:

(a) The equipment listed in paragraph 5.(1) or 5.(2) of the definition of **mobile equipment** in SECTION V - DEFINITIONS; or

(b) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

h. Mobile Equipment

Bodily injury or **property damage** arising out of:

(1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any Insured; or

(2) The use of **mobile equipment** in, or while in practice or preparation for, a prearranged racing, speed, demolition, or stunting activity.

i. Damage to Property

Property damage to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the Insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products- completed operations hazard**.

This exclusion does not apply to personal property held by the Insured as a result of seizure or confiscation.

j. Damage to Your Product

Property damage to **your product** arising out of it or any part of it.

k. Damage to Your Work

Property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

l. Damage to Impaired Property or Property Not Physically Injured

Property damage to impaired property or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**;
or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

m. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) **Your product**;
- (2) **Your work**; or
- (3) **Impaired property**; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

n. Racketeering

Any damages arising out of any actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 USC or any amendments thereto, or any rules or organizations promulgated thereunder.

o. Law Enforcement

Bodily injury or property damage arising out of any actual or alleged act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees. This exclusion does not apply to **bodily injury** or **property damage** for your vicarious liability arising out of an act or omission of a law enforcement agency that is not governed, operated, controlled, or under the direction of the Named Insured, if the Named Insured has contracted with an outside law enforcement agency to provide law enforcement services. We will pay up to the per occurrence limit of liability shown on the general liability coverage part declarations or \$2,000,000, whichever is less, after the application of the General Liability Deductible.

p. Asbestos

Bodily injury or property damage arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of

asbestos or goods or products containing asbestos.

q. Personal and Advertising Injury

Bodily injury or **property damage** arising out of **personal injury** or **advertising injury**.

r. Mold, Fungi, or Bacteria

(1) Bodily injury or **property damage** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any Insured, or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The coverage afforded by this agreement does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

s. Distribution of Material In Violation Of Statutes

Any loss, cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

t. Electronic Vandalism

Any loss, injury, damages, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

- (1)** Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
- (2)** Unauthorized computer code or programming that:
 - (a)** Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
 - (b)** Replicates itself, impairing the performance of computers or computer systems or

networks; or

- (c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of exclusion **u. War and Military Action** and involves Electronic Vandalism, exclusion **u. War and Military Action** supersedes this exclusion **t. Electronic Vandalism**.

u. War and Military Action

Bodily injury or property damage; however caused, arising, directly or indirectly, out of:

- (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - (a) By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - (b) By military, naval or air forces; or
 - (c) By an agent of any such government, power, authority or forces.
- (2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence. Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this exclusion **u. War and Military Action** and:

- (a) Involves nuclear reaction or radiation, or radioactive contamination, this exclusion **u. War and Military Action** supersedes exclusion **v. Nuclear Hazard**;
- (b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this exclusion **u. War and Military Action** supersedes exclusion **w. Pathogenic or Poisonous Biological or Chemical Materials**;
- (c) Involves Electronic Vandalism as defined in exclusion **t. Electronic Vandalism**, this exclusion **v. War and Military Action** supersedes exclusion **t. Electronic Vandalism**.

v. Nuclear Hazard

Bodily injury or property damage alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

w. Punitive Damages

Punitive or exemplary damages.

x. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of bodily injury.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

y. Electromagnetic Radiation

Bodily injury or property damage arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation; provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.

z. Sexual Abuse and/or Sexual Molestation

Bodily injury or property damage arising out of:

- (1) The actual, alleged or threatened **sexual abuse, sexual molestation** and/or exploitation of any person while in the care, custody or control of any Insured; or
- (2) The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any Insured is or ever was legally responsible and whose conduct would be excluded by (1) above; or
- (3) Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged **sexual abuse or sexual molestation**, however caused.

aa. Employee Practices

Bodily injury, personal injury, advertising injury, or property damage arising from an **employee wrongful act**.

bb. Fireworks, Pyrotechnics, and Explosives

Bodily Injury or Property Damage arising out of:

- (1) Loading of fireworks, fuses, or any explosive substance defined below into containers for use as explosive objects, propellant charges or detonation devices and the storage thereof.
- (2) The planning, preparation, operation, or performance of commercial fireworks displays or pyrotechnic shows.

This exclusion does not apply in cases where the public entity is contracting with a licensed pyrotechnic.

cc. Large Gatherings

Public assembly exposure in excess of 50,000 people. This exclusion does not apply to assembly exposures in open areas where no maximum capacity is determined by the authorities.

dd. Amusement Parks, Carnivals or Circuses

Amusement parks, carnivals or circuses, except individual entertainment devices classified by us as low-hazard and which are often encountered in city parks such as carousels or miniature trains. This exclusion further does not apply to parks and recreational activity normal and customary to municipality or to the contingent liability exposure presented on a short-term basis by a third-party operator of a circus or carnival operating within a Public Entity.

ee. Silica

Liability, including all **Loss**, cost or expense, directly or indirectly arising out of, resulting

because of, or related to Silica, whether there is another cause of **Loss** which may have contributed concurrently or in any sequence to a **Loss**.

Exclusions **c.** through **m.** and **u.** do not apply to damage by fire to premises rented to you. A separate limit of liability applies to this coverage as described in **SECTION III - LIMITS OF LIABILITY**.

3. Coverage Extension – Herbicides and Pesticides

We will pay the lesser of the Bodily Injury and Property Damage Per Occurrence limit or \$1,000,000 whichever is less, for damages, defense costs and/or claims expenses because of **bodily injury** or **property damage** caused by an **occurrence**, which result from any **suits** otherwise covered, arising in whole or in part out of the application of herbicides and/or pesticides.

Our limit of liability shall not exceed the lesser of the General Aggregate Limit or \$1,000,000 in the aggregate whichever is less for all damages defense cost and/or claims expenses, which result from any and all, covered **suits** arising out of the application of such herbicides and/or pesticides.

With respect to coverage for herbicides and pesticides, exclusion **f.(1)(d)** does not apply to **bodily injury** or **property damage** if **your work** and **your product** or the product that you used meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government that were in effect at the time of the application of the herbicides or pesticides.

B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of **personal injury** or **advertising injury** to which this coverage form applies. We will have the right and duty to defend the Insured against any **suit** seeking those damages. However, we will have no duty to defend the Insured against any **suit** seeking damages for **personal injury** or **advertising injury** to which this coverage does not apply. We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit** that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF LIABILITY**; and

(2) Our right and duty to defend end when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverage **A.** or **B.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A. and B.**

b. This coverage agreement applies to:

(1) **Personal injury** caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; and

(2) **Advertising injury** caused by an offense committed in the course of advertising your goods, products or services.

c. This coverage applies to **personal injury** and **advertising injury** only if:

(1) The **personal injury** or **advertising injury** is caused by an **occurrence** that takes place in the **coverage territory**; and

(2) The **personal injury** or **advertising injury** occurs during the Policy Period.

2. Exclusions

This Coverage Agreement does not apply to:

a. Personal injury or advertising injury:

- (1) Caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict **personal injury** or **advertising injury**;
- (2) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;
- (4) Arising out of a criminal act committed by or at the direction of the Insured; or
- (5) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.

b. Advertising injury arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or

c. Personal injury or advertising injury arising out of an offense committed by an Insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 1. and 2. in the definition of **personal injury** under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

d. Personal injury or advertising injury expected or intended from the standpoint of the Insured.

e. Personal injury or advertising injury arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.

f. Personal injury or advertising injury arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

g. Personal injury or advertising injury which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- h. Personal injury or advertising injury** arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control.
- i. Personal injury or advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- j. Any loss, cost or expense arising out of any:**

 - (1)** Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
 - (2)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.
- k. Personal injury or advertising injury**, however caused, arising, directly or indirectly, out of war, including undeclared or civil war, warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- l. Personal injury or advertising injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress or slogan.
- m. Personal injury or advertising injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- n. Personal injury or advertising injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

 - (1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3)** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - (4)** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- o. Personal injury or advertising injury** arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation; provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
- p. Personal injury or advertising injury** arising out of:

 - (1)** The actual, alleged or threatened **sexual abuse, sexual molestation** and/or exploitation

of any person while in the care, custody or control of any Insured; or

- (2) The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any Insured is or ever was legally responsible and whose conduct would be excluded by (1) above; or
- (3) Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged **sexual abuse** or **sexual molestation**, however caused.

C. MEDICAL PAYMENTS (Only provided if limits are shown on Declarations Page)

1. Coverage Agreement

- a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the **coverage territory** and during the Policy Period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Liability as shown in the Declarations. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions related to Medical Payments

We will not pay expenses for **bodily injury**:

- a. **Any Insured**

To any Insured, except **volunteer workers**.

- b. **Hired Person**

To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.

- c. **Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

- d. **Workers Compensation And Similar Laws**

To a person, whether or not an **employee** of any Insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

- e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the **products-completed operations hazard**.

g. Coverage A Exclusions

Excluded under Coverage A.

D. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or **suit** we defend:

1. All expenses we incur.
2. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$300 a day because of time off from work.
5. All court costs taxed against the Insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
6. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.
8. Expenses incurred by the Insured for first aid to others at the time of an accident for **bodily injury** to which this coverage agreement applies.
9. Up to \$100,000 in aggregate for **personal injury** and related expense for any duly elected or appointed official of any board or commission or agency of yours while acting outside the course and scope of their duties as authorized by you, but only with respect to **personal injury** resulting from his/her affiliation with you. The coverage provided to such individual is excess over any other insurance or coverage specifically insuring against **personal injury** for such individual.
10. Subject to the Deductible or Self Insured Retention, we will pay up to \$2,500 in the aggregate for **property damage** to personal property in your care, custody or control.

These payments will not reduce the limits of coverage.

E. EXCLUSIONS APPLICABLE TO COVERAGES A AND B

This Coverage Agreement does not apply to **bodily injury**, **property damage**, **personal injury** or **advertising injury**:

1. Aviation

Arising out of the ownership, maintenance, use or entrustment to others, or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or

facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any Insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others, or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility that is owned or operated by or rented or loaned to any Insured.

This exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.

2. Private Property Protection Act

Alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to \$100,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

3. Power, Steam, Pressure or Fuel

Arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel.

4. Earth Movement

Arising out of or caused or contributed to by any subsidence, erosion or earth movement.

5. Hospitals, Clinics, Treatment Centers and other Similar Facilities

Arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:

- a. Hospital;
- b. Clinic;
- c. Treatment center or other public medical, psychiatric or psychological facility;
- d. Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration;
- e. Any other facility which is similar or related to any of the foregoing.

6. Professional Health Care Services

Due to the rendering or failure to render any **professional health care services**, but not including emergency medical services for first aid performed by employed licensed nurses, school psychologists, physical therapists, speech therapists, emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

7. ERISA

Arising out of, or cause or contributed to, or connected with any actual or alleged violation of

the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common.

8. Discrimination

Arising out of or caused or contributed to by any actual or alleged illegal discrimination.

9. Water Contamination

Arising out of the sale or distribution or handling of contaminants, or **pollutants** including but not limited to acids, alkylides, chemicals, **fungi**, metals, or bacteria in water sold, handled or distributed on behalf of the Named Insured.

10. Injunctive, Declaratory, or Equitable Relief

Arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom.

11. Law Enforcement

Arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.

SECTION II - WHO IS AN INSURED

- A.** All branches of government, executive, legislative and judicial, including any department, office, commission, board, authority, governmental agency or subdivision of any branch of government which are under the jurisdiction of, and totally within the operating budget of, the Named Insured shown in the Declarations, and only while working on behalf of the Named Insured shown in the Declarations.
- B.** Any duly elected or appointed official or a member of any board or commission or agency of yours while acting within the course and scope of their employment or as authorized by you.
- C.** If you are designated in the Declarations as:
 - 1.** An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - 2.** A partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business.
 - 3.** An organization other than a partnership or joint venture, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.
- D.** Each of the following is also an Insured:
 - 1.** Your **employees**, other than your executive officers, but only for acts within the scope of their employment by you. However, no **employee** is an Insured for:
 - a.** **Bodily injury** or **personal injury** to you or to a co-**employee** while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-**employee** as a consequence of such **bodily injury** or **personal injury**, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
 - b.** **Bodily injury** or **personal injury** arising out of his or her providing or failing to provide **professional health care services**; or
 - c.** **Property damage** to property owned or occupied by or rented or loaned to that **employee**,

any of your other **employees**, or any of your partners or members (if you are a partnership or joint venture).

2. The employed Medical Director or to the extent he/she is an agent of the covered Florida Public Entity, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

With respect to this item **D.2.**, the term “employed” shall mean your legal relationship with any natural person:

- a. With whom you have agreed to create the relation of master & servant; and
- b. Whom you compensate directly by salary or wages; and
- c. Whom you treat as an **employee** with respect to benefits, withholding & taxes; and
- d. Whom you have the authority or right to ultimately direct and control in the performance of his or her duties, including the details and means to be utilized in performing their work, while performing services approved by you; and
- e. Who is deemed to be an **employee** within the contemplation of Florida Statute 768.28.

This term shall not include an independent contractor, **volunteer worker**, **leased worker** or **temporary worker**, or any person not deemed to be an **employee** within the contemplation of Florida Statute 768.28.

3. Your authorized **volunteer worker** or **leased worker** who are deemed as your agent, but only while under your supervision and in the course and scope of work approved by you.
- E. With respect to **mobile equipment** registered in your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance or coverage of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:
1. **Bodily injury** to a co-**employee** of the person driving the equipment; or
 2. **Property damage** to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an Insured under this Coverage Form.
- F. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as an Insured if there is no other similar insurance available to that organization. However:
1. Coverage under this Coverage Form is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier;
 2. Coverage **A** in **SECTION I - COVERAGES** does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
 3. Coverage **B** in **SECTION I - COVERAGES** does not apply to **personal injury** or **advertising injury** arising out of an offense committed before you acquired or formed the organization.

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Covered Parties;
 2. Claims made or **suits** brought; or
 3. Persons or organizations making claims or bringing **suits**.
- B.** The General Aggregate Limit is the most we will pay for the sum of:
1. Damages under Coverage **A** in **SECTION I - COVERAGES**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 2. Damages under Coverage **B** in **SECTION I - COVERAGES**.
- C.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** in **SECTION I - COVERAGES** for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
- D.** Subject to **B.** above, the Personal Injury and Advertising Injury Limit is the most we will pay under Coverage **B** in **SECTION I - COVERAGES** for the sum of all damages because of all **personal injury** and all **advertising injury** sustained by any one person or organization.
- E.** The Fire Damage Limit is the most we will pay under Coverage **A** in **SECTION I - COVERAGES** for damages because of **property damage** to premises rented to you arising out of any one fire.
- F.** The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.
- G.** However, subject to and limited by **B., C., D., E.,** and **F.** above, we will pay:
1. The amount indicated when a claims bill enacted by the Florida Legislature in accordance with Section 768.28 (5) Florida Statutes becomes law;
 2. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida for claims where the injury or damage originated from an **occurrence** outside the state of Florida; or
 3. The amount shown in the Declarations when Florida Statutes Section 768.28 (5) is deemed inapplicable by a competent court in Florida.
- H.** Damages will not include:
1. Taxes, fines, penalties, or sanctions;
 2. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
 3. Matters uninsurable under the laws pursuant to which this Coverage Part is constructed; or
 4. The cost to comply with any injunctive or any other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

The Limits of Liability of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the agreement period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

B. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include:
 - a. How, when and where the **occurrence** or offense took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **occurrence** or offense.
2. If a claim is made or **suit** is brought against any Insured, you must:
 - a. Immediately record the specifics of the claim or **suit** and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **suit** as soon as practicable.
3. You and any other involved Insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or **suit**; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the Insured because of injury or damage to which this coverage agreement may also apply.
4. No covered parties will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a **suit** asking for damages from an Insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

D. Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

E. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each Insured against whom claim is made or **suit** is brought.

F. Transfer Of Rights Of Recovery Against Others To Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring **suit** or transfer those rights to us and help us enforce them.

G. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered **occurrence**, you shall use your best efforts to provide us with positive support and cooperation in such opposition.

Such positive support and cooperation shall include, but is not limited to:

1. Formal proclamations or resolutions by your governing board in opposition to such legislation;
2. Oral or written testimony of your officials and **employees** at legislative hearings or other legislative proceedings in opposition to such legislation; and
3. Personal contact by your officials and **employees** with legislators identified by us.

H. Coordination of Coverage with Public Officials Liability

In the event of a **suit** or claim triggering coverage under this Coverage Part and the PUBLIC OFFICIALS LIABILITY COVERAGE PART, the terms and conditions in condition **H. OTHER COVERAGE OR INSURANCE** in the **COMMON POLICY CONDITIONS** also apply.

I. Loss Settlement

When we have agreed in writing to the settlement of a claim, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached.

However, a judgment or decree for recovery of money entered in any of the courts of Florida against us shall be fully satisfied within 60 days from and after the entry thereof, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

SECTION V – DEFINITIONS

A. Advertisement means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. Advertising Injury means injury arising out of one or more of the following offenses:

1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication, in any manner, of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

C. Auto means:

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- D. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- E. **Coverage Territory** means:
1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **1.** above; or
 3. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **1.** above;
 - (2) The activities of a person whose home is in the territory described in **1.** above, but is away for a short time on your business; or
 - (3) Offenses that take place through the Internet or similar electronic means of communication; and
 - (2) The Insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in **1.** above or in a settlement we agree to.
- F. **Employee** means a person actively employed, formerly employed, on leave of absence or disabled, or retired. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
- G. **Employee Wrongful Act** means any actual or alleged:
1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;
 2. Employment related misrepresentation;
 3. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
 4. Sexual harassment or other unlawful workplace harassment;
 5. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
 6. Wrongful discipline of **employees**;
 7. Negligent evaluation of **employees**; or
 8. Failure to adopt adequate workplace or employment policies and procedures; or employment related libel, slander, defamation or invasion of privacy.
- H. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- I. **Impaired Property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of **your product or your work**; or
- (2) Your fulfilling the terms of the contract or agreement.

J. Insured Contract means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **insured contract** does not include that part of any contract or agreement:

7. That indemnifies any person or organization for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
8. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (3) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) and (2) above and supervisory, inspection or engineering services;
 - (4) That indemnifies any person or organization for damage by fire to premises rented or loaned to you; or
9. That does not comply with Florida Statute 768.28.

K. Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

L. Loading or Unloading means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
2. While it is in or on an aircraft, watercraft or **auto**; or

3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered; but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

M. Mobile Equipment means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in **1.**, **2.**, **3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing;
 - (3) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

N. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

O. Personal Injury means injury, other than **bodily injury**, arising out of one or more of the following offenses:

1. Malicious prosecution;

2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 3. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 4. Oral or written publication of material that violates a person's right of privacy.
- P. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- Q. 1. Products-Completed Operations Hazard** includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
- a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned.
2. **Your work** will be deemed completed at the earliest of the following times:
- a. When all of the work called for in your contract has been completed.
 - b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
3. This hazard does not include **bodily injury** or **property damage** arising out of:
- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **loading or unloading** of it;
 - b. The existence of tools, uninstalled equipment or abandoned or unused materials;
 - c. Products or operations for which the classification in this Coverage Form or in our manual of rules includes products or completed operations.
- R. Professional Health Care Services** means any medical, surgical, nursing, psychiatric or dental service, except:
1. The acts of employed certified emergency medical service personnel in the course and scope of their duties; and
 2. The acts of an employed Medical Director in the course and scope of their duties as outlined in Florida Statute 401.265.
- S. Property Damage** means:
1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- T. Sexual Abuse** means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. **Sexual abuse** includes **sexual molestation**, sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.
- U. Sexual Molestation** means physical **sexual abuse** of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.
- V. Suit** means a civil proceeding in which damage because of **bodily injury, property damage, personal injury** or **advertising injury** to which this Coverage Part applies are alleged. **Suit** includes:
 - 1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- W. Temporary Worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- X. Volunteer Worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

Y. Your Product:

- 1. Means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- 2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - b. The providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

Z. Your Work:

- 1. Means:
 - a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- 2. Includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions.



**PUBLIC ENTITY
EMPLOYEE BENEFITS LIABILITY COVERAGE
(Occurrence)**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
GENERAL LIABILITY COVERAGE FORM, FIA 300

SCHEDULE

Coverage	Limit of Liability	Each Employee Deductible	Premium
Employee Benefits Programs	\$1,000,000 each employee	\$0	Included
	\$2,000,000 aggregate		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to **SECTION I - COVERAGES**:

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Coverage Agreement

- a.** We will pay those sums that the Insured becomes legally obligated to pay as damages because of any act, error or omission, of the Insured, or of any other person for whose acts the Insured is legally liable, to which this coverage applies. We will have the right and duty to defend the Insured against any **suit** seeking those damages. However, we will have no duty to defend the Insured against any **suit** seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any **claim** or **suit** that may result. But:

- (1)** The amount we will pay for damages is limited as described in item **D.** in this Endorsement; and
- (2)** Our right and duty to defend ends when we have used up the applicable Limit of Liability in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Supplementary Payments provision.

- b.** This coverage applies to damages only if:

- (1)** The act, error or omission, is negligently committed in the **administration** of your **employee benefit program**; and
- (2)** The act, error or omission occurs during the Policy Period.

2. Exclusions

This coverage does not apply to:

a. Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any Insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Personal Injury or Advertising Injury

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the **employee benefit program**.

e. Inadequacy of Performance of Investment/Advice Given With Respect to Participation

Any **claim** based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **employee benefit program**.

f. Workers' Compensation and Similar Laws

Any **claim** arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any Insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any **claim** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the Insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this Endorsement:

1. All references to **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** are replaced by **SUPPLEMENTARY PAYMENTS – COVERAGES A., B. AND EMPLOYEE BENEFITS LIABILITY**.
2. Paragraphs **2., 8., 9., and 10.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this Endorsement, the following is added to SECTION

II-WHO IS AN INSURED:

1. Each of the following is also an Insured:
 - a. Each of your **employees** who is or was authorized to administer your **employee benefit program**.
 - b. Any persons, organizations or **employees** having proper temporary authorization to administer your **employee benefit program** if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
 2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the Policy Period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this Endorsement, **SECTION III - LIMITS OF LIABILITY** is replaced by the following:

SECTION III – LIMITS OF LIABILITY AND DEDUCTIBLE

1. Limits Of Liability

- a. The Limits of Liability shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Covered parties;
 - (2) **Claims** made or **suits** brought;
 - (3) Persons or organizations making **claims** or bringing **suits**;
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your **employee benefit program**.
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the **administration** of your **employee benefit program**.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any **employee**, including damages sustained by such **employee's** dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the **administration** of your **employee benefit program**.

However, the amount paid under this Endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.

The Limits of Liability of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy

Period shown in the Declarations of the Policy to which this Endorsement is attached, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Liability.

2. Deductible

- a. Our obligation to pay damages on behalf of the Insured applies only to the amount of damages in excess of the Deductible amount stated in the Schedule as applicable to Each Employee. The Limits of Liability shall not be reduced by the amount of this Deductible.
 - b. The Deductible amount stated in the Schedule applies to all damages sustained by any **employee**, including such **employee's** dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
 - c. The terms of this coverage, including those with respect to:
 - (1) Our right and duty to defend any **suits** seeking those damages; and
 - (2) Your duties, and the duties of any other involved Insured, in the event of an act, error or omission, or **claim** apply irrespective of the application of the Deductible amount.
 - d. We may pay any part or all of the Deductible amount to effect settlement of any **claim** or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as we have paid.
- E. For the purposes of the coverage provided by this Endorsement, Conditions **B.** and **D.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are replaced by the following:
 - B. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**
 - 1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a **claim**. To the extent possible, notice should include:
 - a. What the act, error or omission was and when it occurred; and
 - b. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
 - 2. If a **claim** is made or **suit** is brought against any Insured, you must:
 - a. Immediately record the specifics of the **claim** or **suit** and the date received; and
 - b. Notify us as soon as practicable.You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.
 - 3. You and any other involved Insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of an act, error or omission to which this coverage may also apply.
 - 4. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this Endorsement, the following are added to the **SECTION V - DEFINITIONS**:

1. **Administration** means:

- a. Providing information to **employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **employee benefit programs**;
- b. Handling records in connection with the **employee benefit program**; or
- c. Effecting, continuing or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

However, **administration** does not include handling payroll deductions.

2. **Cafeteria plans** means plans authorized by applicable law to allow **employees** to elect to pay for certain benefits with pre-tax dollars.

3. **Claim** means any demand, or **suit**, made by an **employee** or an **employee's** dependents and beneficiaries, for damages as the result of an act, error or omission.

4. **Employee benefit program** means a program providing some or all of the following benefits to **employees**, whether provided through a **cafeteria plan** or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

G. For the purposes of the coverage provided by this Endorsement, Definition V. of **SECTION V - DEFINITIONS** is replaced by the following:

V. **Suit** means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. **Suit** includes:

- 1. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
- 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.



**PUBLIC ENTITY
GENERAL LIABILITY FIA ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, FIA 300** and Items **A** through **L** except Item **H** applies to **PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES COVERAGE FORM, FIA 400**:

This coverage does not apply to any liability:

- A.** Arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities.

This exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings;

- B.** Alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to \$100,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called;

- C.** Arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel;
- D.** Arising out of or caused or contributed to by any subsidence, erosion or earth movement;
- E.** Arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:
- 1.** Hospital;
 - 2.** Clinic;
 - 3.** Treatment center or other public medical, psychiatric or psychological facility;
 - 4.** Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration;
 - 5.** Any other facility which is similar or related to any of the forgoing;
- F.** Arising out of **bodily injury** or **property damage** if such **bodily injury** or **property damage** is due to the rendering or failure to render any **professional health care services**, but not including

emergency medical services for first aid performed by employed emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

As used in this exclusion, **professional health care services** means any medical, surgical, nursing, psychiatric or dental service, except:

1. The acts of employed certified emergency medical service personnel in the course and scope of their duties for you; and
 2. The acts of employed licensed nurses, school psychologists, physical therapists, speech therapists emergency medical technicians or paramedics in the course and scope of their duties for you;
- G.** Arising out of or cause or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common;
- H.** Arising out of or caused or contributed to by any actual or alleged illegal discrimination;
- I.** Arising out of the sale or distribution or handling of contaminants, or pollutants including but not limited to acids, alkylides, chemicals, fungus, metals, mold or bacteria in water sold, handled or distributed on behalf of the Named Insured;
- J.** Arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom; and
- K.** Arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.



**PUBLIC ENTITY
GENERAL LIABILITY DEDUCTIBLE COVERAGE**

NAMED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This Endorsement modifies coverage provided under the following:
GENERAL LIABILITY COVERAGE FORM, FIA 300

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This Endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated above.

SCHEDULE

Coverage	Amount and Basis of Deductible	
	Per Claim	Per Occurrence
Bodily Injury Liability and/or Property Damage Liability Combined	\$0	\$0

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this Endorsement. If no limitation is entered, the Deductibles apply to damages for all **bodily injury** and **property damage**, however caused):

- A.** Our obligation under Coverage **A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I - COVERAGES** to pay damages on your behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a Deductible amount on either a Per Claim or Per **Occurrence** basis. Your selected Deductible applies to the coverage option and to the basis of the Deductible indicated by the placement of the Deductible amount in the Schedule above. The Deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the Deductible amount indicated in the Schedule above is on a Per Claim basis, that Deductible applies to all damages sustained by any one person because of:
 - a. Bodily injury;**
 - b. Property damage; or**
 - c. Bodily injury and property damage combined;**as the result of any one **occurrence**.

If damages are claimed for care, loss of services or death resulting at any time from **bodily**

injury, a separate Deductible amount will be applied to each person making a claim for such damages. With respect to **property damage**, person includes an organization.

- 2. PER OCCURRENCE BASIS.** If the Deductible amount indicated in the Schedule above is on a Per **Occurrence** basis, that Deductible amount applies to all damages because of:

- a. **Bodily injury**;
- b. **Property damage**; or
- c. **Bodily injury** and **property damage** combined

as the result of any one **occurrence**, regardless of the number of persons or organizations who sustain damages because of that **occurrence**.

- C.** The terms of this coverage, including those with respect to:

- 1. Our right and duty to defend the Insured against any **suits** seeking those damages; and
- 2. Your duties in the event of an **occurrence**, claim, or **suit** apply irrespective of the application of the Deductible amount.

- D.**

- 1. We may pay any part or all of the Deductible amount to effect settlement of any claim or **suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.
- 2. In the event that an occurrence, accident or offense continues beyond the Policy Period, the applicable Deductible would apply separately to each Policy Period in which the **occurrence**, accident or offense was committed or was alleged to have been committed.



**PUBLIC ENTITY
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

NAMED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
GENERAL LIABILITY COVERAGE FORM, FIA 300

A. Cap On Certified Terrorism Losses

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, such as losses excluded by the nuclear exclusion or the war exclusion.



**PUBLIC ENTITY
PUBLIC OFFICIALS' LIABILITY &
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS**

NAMED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832
POLICY PERIOD: October 1, 2025 - October 1, 2026

SCHEDULE OF COVERAGE AND LIMITS OF LIABILITY

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Public Officials' Liability	\$0	
	Employment Practices Liability	\$0	
	Third-Party Employment Practices Liability	\$0	
	Public Crisis Event	\$5,000	
<u>Coverage</u>			
☒	Public Officials' Liability	\$1,000,000	Each Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date		
☒	Employment Practices Liability	\$1,000,000	Each Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date		
	Public Crisis Events	\$25,000	Each Claim
Note: Full Prior Acts if no Retroactive Date is shown above.			

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS, APPLICATION, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



**PUBLIC ENTITY
PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES
LIABILITY COVERAGE FORM
(Claims Made and Reported)
TABLE OF CONTENTS**

SECTION I – COVERAGE AGREEMENTS	2
A. Public Officials' Legal Liability	2
B. Employment Practices Liability and Third-Party Liability.....	2
C. Public Officials Crisis Management Coverage.....	2
SECTION II – SUPPLEMENTARY PAYMENTS	2
SECTION III – DEFINITIONS.....	3
SECTION IV – EXCLUSIONS	9
SECTION V – ESTATES, LEGAL REPRESENTATIVES AND SPOUSES	14
SECTION VI – EXTENDED REPORTING PERIODS	14
SECTION VII – LIMIT OF LIABILITY	15
SECTION VIII – NOTICE	15
SECTION IX – DEFENSE AND SETTLEMENT	16
SECTION X – REPRESENTATIONS AND SEVERABILITY	17
SECTION XI – TERRITORY AND VALUATION	17
SECTION XII – SUBROGATION	17
SECTION XIII – ACTION AGAINST US AND BANKRUPTCY	17
SECTION XIV – AUTHORIZATION CLAUSE.....	18
SECTION XV – ALTERATION, ASSIGNMENT AND HEADINGS	18
SECTION XVI – ALTERNATIVE DISPUTE RESOLUTION.....	18
SECTION XVII – LOSS SETTLEMENT	19



**PUBLIC ENTITY
PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES
LIABILITY COVERAGE FORM
(Claims Made and Reported)**

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations which is a **Public Entity**. The words "we", "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION III - DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this Coverage Form, we and you agree as follows:

SECTION I - COVERAGE AGREEMENTS

A. Public Officials' Legal Liability

We will pay on behalf of the **Insured** all sums in excess of the Deductible that the **Insured** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Insured** and reported to us during the **Policy Period** or, if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act** in the performance of or failure to perform duties for you. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Policy Period**.

B. Employment Practices Liability and Third-Party Liability

If coverage is granted pursuant to the Declarations, **we** will pay on behalf of the **Insured** all sums in excess of the Deductible that the **Insured** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Insured** and reported to us during the **Policy Period**, or if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act**, if such **Claim** is brought and maintained by or on behalf of any of your past, present or prospective full-time, part-time, temporary or leased **employee(s)**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Policy Period**.

C. Public Officials Crisis Management Coverage

We will pay on behalf of the **Insured**, in excess of the Deductible and subject to the Limit of Liability set forth in the Declarations, those **Crisis Management Expenses** incurred by the **Insured** in response to any **Public Crisis Event** first taking place during the **Policy Period** and reported to us in accordance with Section **VIII – NOTICE**, paragraph **E**. of this Coverage Form.

SECTION II - SUPPLEMENTARY PAYMENTS

A. Pre-Termination

If during the **Policy Period**, you report a potential termination of any **employee** to us prior to the time the termination is made, we will pay for consultation with legal counsel of our choice to provide:

1. Legal analysis concerning the appropriateness of the termination; and
2. If applicable, legal assistance in handling the termination.

The most we will pay is \$2,500 for each potential employee termination, subject to a **Policy Period** aggregate of \$5,000.

B. Non-Monetary claims

We shall defend a **Claim** seeking relief or redress in any form other than monetary damages, provided said **Claim** is not otherwise excluded, or **Claim Expenses** for a **Claim** seeking such non-monetary relief, subject to the following conditions:

1. **Claim Expenses** shall have an aggregate limit of liability of \$100,000, beyond the Deductible. This limit shall be part of the Limit of Liability stated in the Declarations, and again is subject to the per **Claim** Deductible;
2. We will defend the **Claim** from the time notice is first given to us by you.

SECTION III – DEFINITIONS

When used in this Coverage Form:

- A. Advertising Injury** means any damages based upon or arising out of a wrongful act from one or more of the following:
1. Violation of property rights;
 2. Misappropriation of advertising ideas or style of business;
 3. Infringement of copyright title or slogan.
- B. Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of all **Insureds** to us in connection with our underwriting this Coverage Form or any policy of which this Coverage Form is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this Coverage Form.
- C. Bodily Injury** means injury to the body, sickness, or disease, including death resulting from such injuries. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.
- D. Business Invitee** means a natural person, solely in their capacity as one who is invited to enter into and remain on any **Premises** for a purpose directly or indirectly connected with your business or commercial dealings therein. A **Business Invitee** shall not, under any circumstances, include a trespasser or any other person who enters any **Premises** without the **Insured's** knowledge or permission, or any **Employee**, or any student or minor.
- E. Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **Certified Act of Terrorism** include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is

committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **Bodily Injury** or **Property Damage** that is otherwise excluded under this Coverage Form.

F. Claim Expenses means:

1. Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by us, or by an **Insured** with our prior written consent, in the investigation and defense of covered **Claims**;
2. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided we shall have no obligation to apply for or furnish such bond; and
3. Prejudgment and post judgment interest awarded in any **Claim**.

Claim Expenses shall not include wages, salaries, fees or costs of directors, officers or employees of ours or yours.

G. Claim means:

1. A civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; and
2. An administrative proceeding including but not limited to EEOC or other regulatory proceeding against any **Insured**, commenced by the filing of a notice of charges, investigative order or similar document.

H. Computer system means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the **Insured**.

I. Crisis Management Expenses means **Public Relations Expenses, Travel/ Printing Expenses, Family Travel Expenses** and **Post-Crisis Expense**; provided however, that **Crisis Management Expenses** shall not include:

1. The **Insured's** overhead expenses or any salaries, wages, fees or benefits of **Employees**;
2. The cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**;
3. Any fees or expenses, legal or otherwise, related to civil, administrative or criminal investigations, proceedings or litigation.

J. Crisis Management Firm means any public relations firm, crisis management firm or law firm hired or appointed by **the Insured** to perform Crisis Management Services in connection with the **Public Crisis Event**. It shall be the **Insured's** duty to select and retain the Crisis Management Firm.

K. Damages means compensatory damages which the **Insured** becomes legally obligated to pay on account of a covered **Wrongful Act**, by way of judgment, award or, with our prior written consent, settlement.

Damages shall not include:

1. Taxes, fines, penalties, or sanctions;
2. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
3. Matters uninsurable under the laws pursuant to which this Coverage Form is construed; or

4. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

L. Emergency Response Plan means:

1. A formal written and adopted public safety and crisis response manual that details the **Insured's** policies and procedures in the event of a **Public Crisis Event**; or
2. In the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes the **Insured** to take emergency action or specifically describes your obligations in the event of a public emergency.

M. Employee means the following natural persons, but only for **Wrongful Acts** committed while acting within the scope of employment for you.

1. Full-time, part-time, seasonal and temporary employees; and
2. All persons who perform services on a volunteer basis for you, and under your direction and control.

Employee shall not include persons providing services to you under a mutual aid agreement or any similar agreements.

N. Extended Reporting Period means the period for the extension of coverage, if exercised, described in **SECTION VI – EXTENDED REPORTING PERIODS**.

O. Family Travel Expenses means the reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within 30 days after such **Public Crisis Event** took place to travel to the location where the **Public Crisis Event** took place, so long as the **Public Crisis Event** took place on an official trip sponsored by the **Insured**. For the purpose of this definition, coach air transportation and/or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

P. Hazardous Substances shall mean any oil or oil products, infectious or medical scents or byproducts produced or released by fungi but does not include any fungi intended by the **Insured** for consumption and electric or magnetic or electromagnetic field. **Hazardous substances** shall also include any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.

Q. Insured means:

1. The Named Insured;
2. All persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on your behalf;
3. Commissions, boards, or other units, and members and employees thereof, operated by and under your jurisdiction and within an apportionment of the total operating budget indicated in the **Application** for this Coverage Form;
4. Volunteers and leased **Employees** acting for or on behalf of, and at the request and under the direction of, you;
5. Your officials and **Employees** appointed at your request to serve with an outside tax-exempt entity;
6. Your Medical Director, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

R. Personal Injury means injury arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. Libel, slander or other defamatory or disparaging material;
4. Publication or an utterance in violation of an individual's right to privacy; and
5. Wrongful entry or eviction, or other invasion of the right to private occupancy.

S. Policy Period means the period of time specified in the Declarations, subject to prior termination pursuant to paragraph **A. CANCELLATION** in the **COMMON AGREEMENT CONDITIONS**.

T. Pollutants means solids, liquids, gaseous or thermal irritants, contaminants including smoke, vapor, soot, fumes acids, alkalis, chemicals and waste materials. Waste includes materials to be recycled, reconditioned, or reclaimed.

U. Post-Crisis Expenses means the reasonable costs incurred by the **Insured** within 60 days after the **Public Crisis Event** took place to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of the **Insured's Premises** and may assist in prevention or mitigation of future **Public Crisis Events**.

V. Premises means the following, if located in the continental United States:

1. Any building, facility or other real property including adjoining ways, which the **Insured** owns, rents or leases and is used by the **Insured** to conduct its business, including administration, maintenance and recreational facilities;
2. Any other building, facility, or other real property, but solely if being visited by your elected or appointed or employed officials, directors, members of commissions, boards or other units operated by the **Insured** and under its jurisdiction, or **Employees**, on an official business trip on behalf of the **Insured**;
3. Any vehicle that the **Insured** owns or leases pursuant to a written contract, but solely if being used in the transportation of your elected or appointed or employed officials, directors, members of commissions, boards or other units operated by you and under your jurisdiction, or **Employees**.

Premises does not include:

- a. Any building, facility, or other real property owned, rented or leased by, or under the management and direction of any individual or entity other than the **Insured**, other than as described in paragraph **2.** above;
- b. Any location for an event independently organized by **Employees** or others without the knowledge or approval of the **Insured**; or
- c. Any vehicle, other than as described in paragraph **3.** above.

W. Professional Health Care Services means any medical, surgical, nursing, psychiatric or dental service, except:

1. The acts of employed certified emergency medical service personnel in the course and scope of their duties for you; and
2. The acts of employed licensed nurses, school psychologists, physical therapists, speech therapists emergency medical technicians or paramedics in the course and scope of their duties for you.

X. Property Damage means:

1. Physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
2. Loss of use of tangible property which has not been physically injured, damaged or destroyed.

Y. Public Crisis Event means:

1. Any violent act of a criminal nature taking place on the **Insured's Premises** which caused **Bodily Injury** to a **Victim**; or
2. A credible threat communicated to the **Insured** of a violent act of a criminal nature taking place on the **Insured's Premises** which the **Insured** reasonably believed may imminently cause **Bodily Injury** to a **Victim**;

in response to which the **Insured**:

- a. Implements its **Emergency Response Plan**;
- b. Contact federal, state or local policy authorities for assistance; and
- c. Invokes an emergency succession plan due to **Bodily Injury** to a **Victim**, or the credible threat thereof.

Public Crisis Event involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **Victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one **Public Crisis Event**.

Z. Public Entity means the municipality, governmental body, department or unit which is shown in the Declarations as the Named Insured.

AA. Public Relations Expenses means the reasonable and necessary fees and expenses incurred by the **Insured** in response to a **Public Crisis Event**, within 120 days after such **Public Crisis Event** took place, for services performed by a **Crisis Management Firm** to minimize potential negative publicity or loss of goodwill to the name or reputation of the **Insured** arising from such **Public Crisis Event**, including but not limited to maintaining and restoring public confidence in the **Insured** and providing advice to the **Insured**.

BB. Related Claims means all **Claims** arising out of a single **Wrongful Act** or a series of **Related Wrongful Acts**. All **Related Claims** that are made and reported before the end of the **Policy Period** or any **Extended Reporting Period** provided shall be deemed to have been first made on the earliest date any **Related Claim** is first made against the **Insured**, regardless of whether that earliest date is before the **Policy Period**, during the **Policy Period**, or during the **Extended Reporting Period**, and regardless of the number of **Related Claims**, claimants, defendants or causes of action.

CC. Related Wrongful Acts means all **Wrongful Acts** that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

DD. Retaliation means a wrongful act of an **Insured** relating to or alleged to be in response to any of the following activities:

1. The disclosure or threat of disclosure by your **Employee** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
2. The actual or attempted exercise by your employee of any right that such employee has under

law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights;

3. The filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law;
4. Strikes by your employees; or
5. Political affiliation.

EE. Retroactive Date means the date specified in the Declarations.

FF. Sexual abuse means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. **Sexual abuse** includes **sexual molestation**, sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

GG. Sexual molestation means physical **sexual abuse** of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

HH. Travel/Printing Expenses means the reasonable and necessary expense incurred by the **Insured** in response to a **Public Crisis Event** within 120 days after such **Public Crisis Event** took place for printing, advertising, mailing materials, or travel by any **Insured** or the **Crisis Management Firm** in connection with such **Public Crisis Event**.

II. Victim means:

1. Any elected or appointed or employed officials, directors, members of commissions, boards or other unit operated by the **Insured** and under its jurisdiction;
2. Any **Business Invitee**; or
3. Any **Employee**;

who sustain(s) a **Bodily Injury**.

Provided however, **Victim** shall not include any independent contractor or subcontracted personnel working on the **Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Public Crisis Event**.

JJ. Wrongful Act means:

1. With respect to Public Officials' Liability, any actual or alleged act, error or omission, neglect or breach of duty committed by you, or by any other **Insured** solely in the performance of duties for you.
2. With respect to Employment Practices Liability, a **Wrongful Employment Practice** or **Wrongful Third Party** committed by you, or by any other **Insured** solely in the performance of duties for you.

KK. Wrongful Employment Practice means any actual or alleged:

1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. Employment related misrepresentation;
3. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
4. Sexual harassment or other unlawful workplace harassment;
5. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
6. Wrongful discipline of employees;

7. Negligent evaluation of employees;
8. Failure to adopt adequate workplace or employment policies and procedures; or
9. Employment related libel, slander, defamation or invasion of privacy.

LL. Wrongful Third Party means any actual or alleged against an **Insured** by a third-party individual (other than another **Insured**, or a student minor) with whom an **Insured** interacts for the **Premises** of conducting official business on behalf of the **Insured**:

1. Harassment (including sexual harassment);
2. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or
3. Invasion of privacy.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

SECTION IV – EXCLUSIONS

We shall not be liable for **Damages** or **Claim Expenses** on account of any **Claim**:

- A.** Based upon, arising out or attributable to any actual dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **Insured**. The applicability to this exclusion to any specific **Insured** may be determined by an admission of such **Insured**, a finding, or a final adjudication on the proceeding constituting the **Claim** or in a proceeding separate from or collateral to the **Claim**. If any specific **Insured** in fact engaged in the conduct specified in this exclusion, such **Insured** shall reimburse us for any **Claim Expenses** advanced to or on behalf of such **Insured**.
- B.** Seeking relief or redress in any form other than monetary damages or **Claim Expenses** for a **Claim** seeking such non-monetary relief, except as provided in the **SECTION II - SUPPLEMENTARY PAYMENTS**.
- C.** Alleging, based upon, arising out or attributable to any:
 1. **Bodily Injury**;
 2. **Property Damage**;
 3. **Personal Injury**;
 4. **Advertising Injury**;
 5. Any allegation that an **Insured** negligently employed, investigated, supervised or retained any person who is liable or responsible for such injury or damage, as it relates to items **C. 1., C.2., C.3.** and **C.4.** above; or
 6. Any willful violation of any statute, ordinance or regulation committed by you or an **Insured** or with your knowledge or consent as it relates to items **C. 1., C.2., C.3.,** and **C.4.** above.
- D.** Alleging, based upon, arising out or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.
- E.** Alleging, based upon, arising out or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.
- F.** Alleging, based upon, arising out or attributable to the gaining in fact of any profit or financial

advantage to which the **Insured** was not legally entitled.

- G. Alleging, based upon, arising out or attributable to the return or improper assessment of taxes, assessments, penalties, fines, fees.
- H. Alleging, based upon, arising out or attributable to:
 - 1. The actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 - 2. Any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- I. Alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- J. Arising, directly or indirectly, out of a **Certified Act of Terrorism**.
- K. Alleging, based upon, arising out or attributable to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- L. Brought or maintained by or on behalf of or in the right of any **Insured**, however, with respects any **Claim** alleging any **Wrongful Employment Practices**, this exclusion shall only apply to cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Insured** against another **Insured**.
- M. Alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practices**.
- N. Alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the **Insured** under any contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract.
- O. Alleging, based upon, arising out or attributable to any actual or alleged violation of any antitrust, restraint of trade or other law, rule or regulation which protects competition.
- P. Alleging, based upon, arising out or attributable to the operation of or activities of any hospitals, clinics, treatment center or other public medical, psychiatric or psychological facility, medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration, nursing homes, or other health care operations, unless specifically included by endorsement attached.
- Q. Based upon, directly or indirectly resulting from, or in consequence of or in any way involving the actual, alleged or threatened:
 - 1. **Sexual Abuse** or **Sexual Molestation** by anyone of any person while in the care, custody or control of any **Insured**;
 - 2. The negligent employment, investigation, supervision or retention of any **Insured** alleged to have sexually abused or sexually molested any person while in the care, custody or control of any **Insured**; or
 - 3. The failure of any **Insured** to report **sexual abuse** or **sexual molestation** when required to do so.
- R. Alleging, based upon, arising out or attributable to the rendering or failure to render medical services,

including without limitation:

1. Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
 2. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
 3. Handling, arranging or performing post-mortem examinations on human bodies;
 4. Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of a hospital or a professional society;
 5. Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of a hospital or a professional society; or
 6. Proffering any advice, counseling, training and oversight in connection with any of the above except as provided under Florida Statute 401.265.
- S. Alleging, based upon, arising out or attributable to:
1. Any prior or pending litigation filed on or before the effective date of the first agreement issued and continuously renewed by us, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 2. Any other **Wrongful Act** which, together with a **Wrongful Act** in any prior or pending litigation, would constitute **Related Wrongful Acts**.
- T. Alleging, based upon, arising out or attributable to:
1. Any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other agreement or policy; or
 2. Any other **Wrongful Act** which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Related Wrongful Acts**.
- U. Alleging, based upon, arising out or attributable to any **Wrongful Act** prior to the inception date of the first agreement issued by us and continuously renewed and maintained, if on or before such date any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.
- V. Solely with respect to any **Claim** under **SECTION I - COVERAGE AGREEMENTS**, paragraph **B. Employment Practices Liability and Third-Party Liability**:
1. Alleging, based upon, arising out or attributable to any violation of the responsibilities, obligations or duties imposed by:
 - a. Any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law;
 - b. The Fair Labor Standards Act (except the Equal Pay Act);
 - c. The National Labor Relations Act;
 - d. The Worker Adjustment and Retraining Notification Act;
 - e. The Consolidated Omnibus Budget Reconciliation Act;
 - f. The Occupational Safety and Health Act;or any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to a **Claim** for **Retaliation**.
 2. Alleging, based upon, arising out or attributable to any costs or liability incurred by any **Insured**

to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.

- W.** Arising out of any actual or alleged act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees. This exclusion does not apply to **Claims** arising out of any actual or alleged acts or omissions by school employees or volunteers that have been certified as school guardians under Florida Statute 30.15 and appointed to serve their schools as a safe-school officer under Florida Statute 1006.12.
- X.** Based on or arising out of the infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property.
- Y.** Based upon, directly or indirectly resulting from Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. As used in this exclusion, Electronic Vandalism means:
 - 1.** Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within **Computer Systems**;
 - 2.** Unauthorized computer code or programming that:
 - a.** Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or **Computer Systems** or networks to which it is introduced;
 - b.** Replicates itself, impairing the performance of computers or **Computer Systems** or networks; or
 - c.** Gains remote control access to data and programming within computers or **Computer Systems** or networks to which it is introduced, for uses other than those intended for authorized users of the computers or **Computer Systems** or networks.

With respect to any activity that comes within the terms of exclusion **BB.** (War and Military Action Exclusion) and involves Electronic Vandalism, exclusion **BB.** (War and Military Action Exclusion) supersedes this exclusion **Y.** (Electronic Vandalism Exclusion). With respect to any activity that comes within the terms of exclusion **J.** (Terrorism Exclusion) and involves Electronic Vandalism, exclusion **J.** (Terrorism Exclusion) supersedes this exclusion **Y.** (Electronic Vandalism Exclusion).

- Z.** Based upon or arising out of:
 - a.** Any activity for which an **Insured** is acting in a fiduciary capacity; or
 - b.** Any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; or
 - c.** The formulation of tax rates, the collection of taxes, or the formulation of tax refunds.
- AA.** Arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
- BB.** Arising directly or indirectly out of:
 - 1.** Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - a.** By any government or sovereign power (de jure or de facto), or by any authority maintaining

or using military, naval or air forces;

b. By military, naval or air forces; or

c. By an agent of any such government, power, authority or forces.

- 2.** Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this exclusion **BB.** (War and Military Action Exclusion) and:

- 1.** Involves nuclear reaction or radiation, or radioactive contamination, this exclusion **BB.** (War and Military Action Exclusion) supersedes exclusion **I.** (Nuclear Hazard Exclusion);
- 2.** Involves Electronic Vandalism as defined in exclusion **Y.** (Electronic Vandalism Exclusion), this exclusion **BB.** (War and Military Action Exclusion) supersedes exclusion **Y.** (Electronic Vandalism Exclusion);
- 3.** Comes within the terms of exclusion **J.** (Terrorism Exclusion), this Exclusion **BB.** (War and Military Action Exclusion) supersedes exclusion **J.** (Terrorism Exclusion).

CC. That includes an award for punitive or exemplary damages.

DD. Based upon or arising out of any **Hazardous Substances.**

EE. Arising out of the ownership, maintenance, use or entrustment to others, or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities. Use includes operation and loading or unloading.

This exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.

FF. Arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel.

GG. Arising out of or caused or contributed to by any subsidence, erosion or earth movement.

HH. Due to the rendering or failure to render any **Professional Health Care Services**, but not including emergency medical services for first aid performed by employed licensed nurses, school psychologists, physical therapists, speech therapists, emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

II. Arising out of the sale or distribution or handling of contaminants, or **Pollutants** including but not limited to acids, alkylides, chemicals, **Fungi**, metals, or bacteria in water sold, handled or distributed on behalf of the Named Insured.

JJ. Arising out of any **Claim** for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising therefrom.

KK. Arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.

SECTION V - ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of an **Insured** shall be considered **Insureds** under this Coverage Form; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks **Damages** from marital community property, jointly held property or property transferred from an **Insured** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this Coverage Form including, without limitation, the Deductible applicable to **Damages** and **Claim Expenses** incurred by **Insureds**, shall also apply to **Damages** and **Claim Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

SECTION VI - EXTENDED REPORTING PERIODS

If we terminate or do not renew this Coverage Form (other than for failure to pay a premium when due), or if you terminate or do not renew this Coverage Form and do not obtain replacement coverage as of the effective date of such cancellation or non-renewal, you shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this Coverage Form for at least one **Extended Reporting Period** as follows:

A. Automatic Extended Reporting Period

You shall have continued coverage granted by this **Coverage Agreement** for a period of 75 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 75 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by you.

B. Optional Extended Reporting Period

You shall have the right, upon payment of the additional premium of 100% of the expiring premium, set forth in the Declarations, to purchase an Optional **Extended Reporting Period**, for the period of 12 months following the effective date of such termination or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page.

This right to continue coverage shall lapse unless written notice of such election is given by you to us, and we receive payment of the additional premium, within 30 days following the effective date of termination or nonrenewal. The first 75 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

- C.** We shall give you notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date you give such notice of such election, and such premium shall be paid by you to us within 30 days following the effective date of termination or nonrenewal. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and nonrefundable upon payment.
- D.** The **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be our maximum liability of for the **Policy Period** and **Extended Reporting Period**, combined.
- E.** A change in the terms, conditions, exclusions and/or premiums of this Coverage Form shall not be

considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

SECTION VII - LIMIT OF LIABILITY

In the event of a suit or **Claim** triggering coverage under this Coverage Part and the General Liability Coverage Part, the terms and conditions in paragraph **M. TWO OR MORE COVERAGE FORMS** in the **COMMON AGREEMENT CONDITIONS** also apply.

Regardless of the number of Coverages purchased, **Insureds** against whom **Claims** are brought, **Claims** made or persons or entities making **Claims**, the following applies:

A. Limit of Liability for Coverage(s) Purchased

1. The Each **Claim** Limit of Liability stated in the Declarations for a Coverage purchased is our maximum liability under that Coverage for the sum of all **Damages** because of each **Claim**, including each **Claim** alleging **Related Wrongful Acts**, first made and reported during the **Policy Period**.
2. The Aggregate Limit of Liability stated in the Declarations for a Coverage purchased is our maximum liability under that Coverage for the sum of all **Damages** because of all **Claims**, including all **Claims** alleging **Related Wrongful Acts**, first made and reported during the **Policy Period**.
3. **Claim Expenses** shall be in addition to the Aggregate Limit of Liability stated in the Declarations and shall not reduce such Aggregate Limit of Liability.

B. Maximum Aggregate Limit of Liability

The Maximum Aggregate Limit of Liability stated in the Declarations is our maximum liability under all Coverages purchased for the sum of all **Damages** under this Coverage Form.

C. Deductible

The Deductible stated in the Declarations is applicable to each **Claim** under **SECTION I – COVERAGE AGREEMENTS**, including each **Claim** alleging **Related Wrongful Acts**, and applies to both **Damages** and **Claim Expenses** combined. The Deductible shall be paid by you and shall be borne at the risk of all **Insureds** and shall remain not covered during the **Policy Period**. The Limits of Liability set forth in the Declarations are in addition to and in excess of the Deductible. If different parts of a single **Claim** are subject to different Deductibles, the applicable Deductible shall be applied separately to each part of the **Damages** and **Claim Expenses**, but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductible does not apply to Supplementary Payments made under this agreement, unless otherwise stated.

D. Multiple Claims

All **Related Claims** shall be deemed a single **Claim**, and such **Claim** shall be deemed first made on the date the earliest of such **Related Claims** was first made.

SECTION VIII – NOTICE

- A.** The **Insured** shall, as a condition precedent to our obligations under this Coverage Form, give immediate written notice to us of any **Claim**, but in no event later than 30 days after the end of the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period**.
- B.** The **Insured** shall immediately forward to us, every demand, notice, summons, or other process or pleadings received by the **Insured** or the **Insured's** representatives.
- C.** If, during the **Policy Period**, any **Insured** becomes aware of any **Wrongful Act** which may reasonably be expected to give rise to a **Claim** against the **Insured**, and during the **Policy Period** gives written

notice thereof to us with all available particulars, including but not limited to:

1. The specific **Wrongful Act**;
2. The dates and persons involved;
3. The identity of anticipated or possible claimants;
4. The circumstances by which the **Insured** first became aware of the possible **Claim**;

and a **Claim** is subsequently made against the **Insured** arising from such **Wrongful Act** and properly reported to us, the **Claim** shall be deemed to have been first made at the time such written notice was received by us.

- D. All notices under any provision of this Coverage Form shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice by the **Insureds** may be given to you at the address shown in the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.
- E. 1. The **Insured** must notify us in writing as soon as practicable during the **Policy Period** but in no event more than 10 days after the **Public Crisis Event** first took place. The written notice must be as complete as possible, stating how, when, and where the **Public Crisis Event** took place and the **Bodily Injury** or damage arising therefrom, and providing a summary of the **Crisis Management Expenses** incurred or expected to be incurred.
2. To be eligible for coverage, **Crisis Management Expenses** must be submitted to us not later than 90 days after such **Crisis Management Expenses** are incurred.
3. We will be permitted, but not obligated, to inspect the **Insured's** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither our right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

SECTION IX - DEFENSE AND SETTLEMENT

- A. We shall have the right and duty to defend any covered **Claim** brought against an **Insured** even if such **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claim Expenses** without our prior written consent, and we shall have the right to appoint counsel and to make such investigation and defense of a covered **Claim** as we deem necessary.
- B. We shall not settle any **Claim** without your written consent. If you refuse to consent to a settlement acceptable to the claimant in accordance with our settlement recommendation, then, subject to the applicable Limit of Liability of the Declarations, our liability for such **Claim** will not exceed:
1. The amount for which such **Claim** could have been settled by you plus **Claim Expenses** up to the date you refused to settle such **Claim**; plus
 2. Sixty percent (60%) of any **Damages** and/or **Claim Expenses** in excess of the amount of clause above, incurred in connection with such **Claim**.
- C. We shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **Claim** after any applicable Limit of Liability specified in the Declarations has been exhausted by payment of **Damages** and **Claim Expenses**, or by any combination thereof, or after we have deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, we shall have the right to withdraw from the further

investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.

- D.** The **Insureds** shall cooperate with us, and provide to us all information and assistance which we reasonably request including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this Coverage Form. The **Insureds** shall do nothing that may prejudice our position.

SECTION X - REPRESENTATIONS AND SEVERABILITY

- A.** You represent and acknowledge that all the information and statements provided to us by any **Insured**, including information and documentation in, attached to or incorporated in the **Application**, are true, accurate and complete, constitute material representations made by all **Insureds**, are the basis of this Coverage Form, are incorporated into and constituting a part of this Coverage Form, and are material to the acceptance of this risk or the hazard assumed by us under this Coverage Form.
- B.** It is understood and agreed that:
1. This Coverage Form is issued in reliance upon the truth and accuracy of such representations;
 2. You have and will provide accurate information with regard to loss control audits and network security assessments; and
 3. This Coverage Form may be null and void in its entirety and we shall have no liability hereunder if a misrepresentation is material to the acceptance of the risk or to the hazard assumed by us; or if the true facts had been known to us pursuant to a requirement under this Coverage Form or other requirement, we, in good faith, would not have issued this coverage, would not have issued it at the same premium rate, would not have issued this coverage in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

SECTION XI - TERRITORY AND VALUATION

- A.** All premiums, limits, Deductibles, **Damages**, **Claim Expenses** and other amounts under this Coverage Form are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claim Expenses** under this Coverage Form is stated in a currency other than United States of America dollars, payment under this Coverage Form shall be made in United States dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages** or **Claim Expenses** is due, respectively or if not published on such date, the next date of publication of The Wall Street Journal.
- B.** Coverage under this Coverage Form shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages** or **Claim Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

SECTION XII – SUBROGATION

In the event of any payment under this Coverage Form, we shall be subrogated to the extent of such payment to all the rights of recovery of an **Insured**. The **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insured**.

SECTION XIII - ACTION AGAINST US AND BANKRUPTCY

- A.** Except as provided in **SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION**, no action shall be brought

against us, unless, as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this Coverage Form, and the amount of the **Insured's** obligation to pay shall have been fully determined either by judgment against the **Insured** after actual trial and appeal or by written agreement of the **Insured**, the claimant and us.

- B. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall neither relieve nor increase any of our obligations hereunder.

SECTION XIV - AUTHORIZATION CLAUSE

By the acceptance of this Coverage Form, you agree to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or nonrenewal, the payment of premiums, the receiving of any premiums that may become due under this Coverage Form, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this Coverage Form, and all **Insureds** agree that you shall act on their behalf.

SECTION XV - ALTERATION, ASSIGNMENT AND HEADINGS

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Coverage Form nor prevent us from asserting any right under the terms of this Coverage Form.
- B. No change in, modification of, or assignment of interest under this Coverage Form shall be effective except when made by a written endorsement to this Coverage Form, which is signed by our authorized representative.
- C. The titles and headings to the various parts, sections, subsections and endorsements of the Coverage Form are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION

The **Insureds** and we shall submit any dispute or controversy arising out of or relating to this Coverage Form or the breach, termination or invalidity thereof to the Alternative Dispute Resolution ("ADR") process set forth in this Section.

Either an **Insured** or us may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by us of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process:

1. Non-binding mediation administered by any mediation facility to which we and the **Insured** mutually agree, in which the **Insured** and we shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
2. Arbitration submitted to any arbitration facility to which the **Insured** and we mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs.

In the event of mediation, either party shall have the right to commence arbitration in accordance with this Section; provided, however, that no such arbitration shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process must be commenced in the state indicated

in the Declarations at your principal address. You shall act on behalf of each and every **Insured** in connection with any ADR process under this Section.

SECTION XVII – LOSS SETTLEMENT

When we have agreed in writing to the settlement of a claim, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached.

However, a judgment or decree for recovery of money entered in any of the courts of Florida against us shall be fully satisfied within 60 days from and after the entry thereof, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.



**PUBLIC ENTITY
EXTRA CONTRACTUAL LEGAL EXPENSE COVERAGE ENDORSEMENT ADMINISTRATIVE
PROCEEDINGS ENDORSEMENT**

NAMED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:

PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM, FIA 400

I. The following is added to SECTION II - SUPPLEMENTARY PAYMENTS:

We will reimburse one hundred percent (100%) of the legal fees an **Insured** pays an **Attorney** when such fees are incurred by any of the **Insured's** public officers as a result of an occurrence resulting in a **Covered Action** that alleges wrongdoing of such public officers, up to a maximum of twenty-five thousand dollars (\$25,000) per occurrence, not to exceed one hundred thousand dollars (\$100,000) in the aggregate for the coverage year subject to the following conditions:

1. Coverage for the occurrence does not arise elsewhere in the Coverage Form;
2. The public officer's conduct that gave rise to the **Covered Action** occurred while he or she was lawfully acting in his or her official capacity;
3. Coverage is specifically excluded for any occurrence outside the effective dates of this endorsement;
4. This coverage shall exclude reimbursement for any fines or penalties against the public officer resulting from a **Covered Action**;
5. We will not reimburse legal fees if the Public Officer is found to have breached the public trust or otherwise is found to have committed the violations alleged in the **Covered Action**;
6. The **Insured** provides documentation as is reasonably required by us to demonstrate the legal fees incurred by the public officer and paid by such **Insured**; and
7. After the appropriate Deductible or Self Insured retention, whichever is applicable, is met.

II. With respect to this Endorsement only, the following definitions are added to SECTION III - DEFINITIONS:

Attorney means a person admitted by the Supreme Court of Florida to practice law in Florida and who is a member in good standing of The Florida Bar. **Attorney** excludes the member's city attorney or customary chief legal adviser.

Covered Action means any administrative proceeding before the Florida Public Employees Relation Commission, the State of Florida Commission on Human Relations or the Federal Equal Employment Opportunity Commission, and any **Ethics Proceeding** before the State of Florida Commission on Ethics or an **Ethics Proceeding** before any local ethics commission created by ordinance which has

jurisdiction over the occurrence. **Covered Action** shall include related appeals arising from any of the underlying proceedings described herein.

Ethics Proceeding means any proceeding designed to dispose of an ethics complaint initiated in the State of Florida Commission on Ethics alleging a public officer or group of public officers of a member has committed a breach of public trust, excluding any portion of such proceeding prior to the issuance of a "Determination of Investigative Jurisdiction and Order to Investigate."



**PUBLIC ENTITY
CYBER LIABILITY ENDORSEMENT**

NAMED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
**PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM, FIA 400
COMMON POLICY CONDITIONS, FIA 002**

SCHEDULE	
Item 1. Endorsement Period:	October 1, 2025 to October 1, 2026
Item 2. Limits of Liability:	
A. Business Interruption Loss	\$100,000 each Claim and in the aggregate including Claim Expenses
B. Cyber Extortion Loss	\$100,000 each Claim and in the aggregate including Claim Expenses
C. Data Recovery Costs	\$100,000 each Claim and in the aggregate including Claim Expenses
D. Data & Network Liability	\$100,000 each Claim and in the aggregate including Claim Expenses
E. Regulatory Defense & Penalties	\$100,000 each Claim and in the aggregate
F. Payment Card Liabilities & Costs	\$100,000 each Claim and in the aggregate
G. Media Liability	\$100,000 each Claim and in the aggregate including Claim Expenses
H. Fraudulent Instruction	\$25,000 each Claim and in the aggregate
I. Funds Transfer Fraud	\$25,000 each Claim and in the aggregate
J. Telephone Fraud	\$25,000 each Claim and in the aggregate
K. Criminal Reward	\$5,000 each Claim and in the aggregate
L. Breach Response Services	\$25,000 each Claim and in the aggregate including Claim Expenses
Item 3. Total Limit of Liability:	\$100,000
Notwithstanding the aggregate Limit of Liability under each Coverage Agreement as set forth in item 2. above, all payments made under this Endorsement, regardless of the number of Coverage Agreements that apply, will reduce the Total Limit of Liability as set forth above. In no event will we pay more than the Total Limit of Liability as set forth above.	
Item 4. Deductibles:	
A. Business Interruption Loss	\$0 each incident
B. Cyber Extortion Loss	\$0 each incident
C. Data Recovery Costs	\$0 each incident
D. Data & Network Liability	\$0 each incident

E. Regulatory Defense & Penalties	Network Expenditure:
F. Payment Card Liabilities & Costs	\$0 each claim
G. Media Liability	\$0 each Claim
	\$0 each Claim including Claim Expenses
H. Fraudulent Instruction	\$0 each loss
I. Funds Transfer Fraud	\$0 each loss
J. Telephone Fraud	\$0 each loss
K. Criminal Reward	\$0 each loss
L. Breach Response Services	\$0 each incident
Retroactive Date:	

THIS ENDORSEMENT'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE MEMBER DURING THE ENDORSEMENT PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD (IF APPLICABLE) AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS ENDORSEMENT. AMMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS ENDORSEMENT WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS. COVERAGE FOR EXPENSES OR LOSS MAY REQUIRE OUR PRIOR CONSENT OR APPROVAL. PLEASE READ THE POLICY CAREFULLY.

The words **we**, **us** and **our** refer to the Florida Municipal Insurance Trust which is providing this coverage. The term **Agreement** refers to the Coverage Agreement to which this Endorsement is attached. Words and phrases that appear in bold have special meaning.

Refer to **DEFINITIONS**. To the extent any words or phrases used in this Endorsement are defined elsewhere in the Agreement, such definitions provided elsewhere do not apply to give meaning to the words or phrases used in this Endorsement.

This Breach Response & Cyber Liability Endorsement is added to the Agreement and the terms and conditions of this Endorsement govern the scope of coverage and your and our duties. This Endorsement amends the Agreement to provide the below-described coverages.

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine your rights and duties and what is and is not covered. The terms, conditions, exclusions and limits of liability set forth in this Endorsement apply only to the coverage provided by this Endorsement.

The terms and conditions of the Cancellation provision of the Agreement, and any amendment to such terms, are incorporated herein and shall apply to coverage as is afforded by this Endorsement, unless specifically stated otherwise herein.

In consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Endorsement and subject to all the provisions, terms and conditions of this Endorsement, we agree as follows:

I. The following is added to SECTION I – COVERAGE AGREEMENTS:

A. Breach Response

To provide **Breach Response Services** to the **Member** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Member** first discovers during the **Endorsement Period**.

B. First Party Loss

1. To indemnify the Member for;

a. Business Interruption Loss

(1) **Business Interruption Loss** that the **Member** sustains as a result of a **Security Breach** that the **Member** first discovers during the **Endorsement Period**.

b. **Cyber Extortion Loss**

(1) **Cyber Extortion Loss** that the **Member** incurs as a result of an **Extortion Threat** first made against the **Member** during the **Endorsement Period**

c. **Data Recovery Costs**

(1) **Data Recovery Costs** that the **Member** incurs as a direct result of a **Security Breach** that the **Member** first discovers during the **Endorsement Period**.

C. Liability

1. **Data & Network Liability**

a. To pay **Damages** and **Claims Expenses**, which the **Member** is legally obligated to pay because of any **Claim** first made against any **Member** during the **Endorsement Period** for:

(1) A **Data Breach**;

(2) A **Security Breach**;

(3) The **Member's** failure to timely disclose a **Data Breach** or **Security Breach**;

(4) Failure by the **Member** to comply with that part of a **Privacy Policy** that specifically;

(a) Prohibits or restricts the **Member's** disclosure, sharing or selling of **Personally Identifiable Information**;

(b) Requires the **Member** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or

(c) Mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

Provided the **Member** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

2. **Regulatory Defense & Penalties**

a. To pay **Penalties** and **Claims Expenses**, which the **Member** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Member** during the **Endorsement Period** for a **Data Breach** or a **Security Breach**.

3. **Payment Card Liabilities & Costs**

a. To indemnify the **Designated Member** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Member** during the **Endorsement Period**.

4. **Media Liability**

a. To pay **Damages** and **Claims Expenses**, which the **Member** is legally obligated to pay because of any **Claim** first made against any **Member** during the **Endorsement Period** for **Media Liability**.

D. eCrime

1. To indemnify the **Member** for any direct financial loss sustained resulting from:

a. **Fraudulent Instruction**;

b. **Funds Transfer Fraud**; or

c. **Telephone Fraud;**

That the **Member** first discovers during the **Endorsement Period** or to indemnify the **Member** for **Criminal Reward Funds**.

II. With respect to the coverage under this Endorsement, **SECTION III – DEFINITIONS** is revised as follows:

A. Definition **F. Claim Expenses** is replaced by the following:

F. **Claim Expenses** means:

1. All reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by us, or by the **Member** with our prior written consent.; and
2. The premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against a **Member**; provided we will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Member** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance which might lead to a **Claim** notified under this Endorsement, or costs to comply with any regulatory orders, settlements or judgments.

B. Definition **G. Claim** is replaced by the following:

G. **Claim** means:

1. A written demand received by any **Member** for money or services;
2. With respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Member**; and
3. With respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Member** to fulfill the **Member's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

C. Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Endorsement. All such **Claims** will be deemed to have been made at the time of the first such **Claim**. Definition **K. Damages** is replaced by the following:

K. **Damages** means a monetary judgment, award, or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. Future profits, restitution, disgorgement of unjust enrichment or profits by a **Member**, or the costs of complying with orders granting injunctive or equitable relief;
2. Return or offset of fees, charges or commissions charged by or owed to a **Member** for goods or services already provided or contracted to be provided;
3. Taxes or loss of tax benefits;
4. Fines, sanctions or penalties;
5. Punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. Discounts, coupons, prizes, awards or other incentives offered to the **Member's** customers or clients;

7. Liquidated damages, but only to the extent that such damages exceed the amount for which the **Member** would have been liable in the absence of such liquidated damages agreement;
8. Fines, costs or other amounts an **Member** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Member** is not liable, or for which there is no legal recourse against the **Member**.

1.

D. The following Definitions are added:

1. **Breach Notice Law** means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.
2. **Breach Response Services** means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:
 - a. For an attorney to provide necessary legal advice to the **Member** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
 - b. For a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Member's Computer Systems**, to assist in containing it;
 - c. For a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Member's** PCI compliance, as required by a **Merchant Services Agreement**;
 - d. To notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
 - e. To provide a call center to respond to inquiries about a **Data Breach**;
 - f. To provide a credit monitoring, identity monitoring or other solution approved by us to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
 - g. Public relations and crisis management costs directly related to mitigating harm to the **Member** which are approved in advance by us in our discretion.
3. **Breach Response Services** will be provided by providers chosen by us in consultation with the **Member**, will be subject to the terms and conditions of this Endorsement, and will not include any internal salary or overhead expenses of the **Member**.
4. **Business Interruption Loss** means:
 - a. **Income Loss**;
 - b. **Forensic Expenses**; and
 - c. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Member's** business operations caused by a **Security Breach**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

5. **Business Interruption Loss** will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; or (v) **Data Recovery Costs**.
6. **Computer Systems** means computers, any software residing on such computers and any associated devices or equipment:
 - a. Operated by and either owned by or leased to the **Member**; or

- b. With respect to coverage under the Breach Response, Business Interruption Loss and Liability insuring agreements, operated by a third party pursuant to written contract with the **Member** and used for the purpose of providing hosted computer application services to the **Member** or for processing, maintaining, hosting or storing the **Member's** electronic data.
- 7. **Control Group** means any principal, partner, officer, director, general counsel (or most senior legal counsel) or risk manager of the **Member** and any individual in a substantially similar position.
- 8. **Criminal Reward Funds** means any amount offered and paid by the **Member** with our prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Endorsement; but will not include any amount based upon information provided by the **Member**, the **Member's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Endorsement must expire no later than 6 months following the end of the **Endorsement Period**.
- 9. **Cyber Extortion Loss** means:
 - a. Any **Extortion Payment** that has been made by or on behalf of the **Member** with our prior written consent to prevent or terminate an **Extortion Threat**; and
 - b. Reasonable and necessary expenses incurred by **Member** with our prior written consent to prevent or respond to an **Extortion Threat**.
- 10. **Data** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.
- 11. **Data Breach** means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Member** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Member** is liable.
- 12. **Data Recovery Costs** means the reasonable and necessary costs incurred by the **Member** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Member** to reach this determination.
 - a. **Data Recovery Costs** will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; (iv) **Cyber Extortion Loss** or (v) any of the **Member's** internal salary or overhead expenses.
- 13. **Designated Member** means the entity or organization listed in the Supplemental Declarations.
- 14. **Digital Currency** means a type of digital currency that:
 - a. Requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
 - b. Is both stored and transferred electronically; and
 - c. Operates independently of a central bank or other central authority.
- 15. **Endorsement Period** means the period of time between the inception date listed in the Supplemental Declarations and the effective date of termination, expiration or cancellation of this Endorsement and specifically excludes any Optional Extension Period or any prior Endorsement period or renewal period.
- 16. **Extortion Payment** means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.
- 17. **Extortion Threat** means a threat to:
 - a. Alter, destroy, damage, delete or corrupt **Data**;
 - b. Perpetrate the **Unauthorized Access** or **Use of Computer Systems**;
 - c. Prevent access to **Computer Systems** or **Data**;

- d. Steal, misuse or publicly disclose **Data, Personally Identifiable Information or Third Party Information**;
- e. Introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
- f. Interrupt or suspend **Computer Systems**;

Unless an **Extortion Payment** is received from or on behalf of the **Member**.

- 18. **Extra Expense** means reasonable and necessary expenses incurred by the **Member** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Member** would have incurred had no **Security Breach** occurred.
- 19. **Financial Institution** means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Member** maintains a bank account.
- 20. **Forensic Expenses** means reasonable and necessary expenses incurred by the **Member** to investigate the source or cause of a **Business Interruption Loss**.
- 21. **Fraudulent Instruction** means the transfer, payment or delivery of **Money or Securities** by a **Member** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead a **Member** through the misrepresentation of a material fact which is relied upon in good faith by such **Member**.

Fraudulent Instruction will not include loss arising out of:

- a. Fraudulent instructions received by the **Member** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
 - b. Any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
 - c. Any transfer involving a third party who is not a natural person **Member**, but had authorized access to the **Member's** authentication mechanism;
 - d. The processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
 - e. Accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
 - f. Any liability to any third party, or any indirect or consequential loss of any kind;
 - g. Any legal costs or legal expenses; or
 - h. Proving or establishing the existence of **Fraudulent Instruction**.
22. **Funds Transfer Fraud** means the loss of **Money or Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money or Securities** from any account maintained by the **Member** at such institution, without the **Member's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

- a. The type or kind covered by the **Member's** financial institution bond or commercial crime policy;
- b. Any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Member**;
- c. Any indirect or consequential loss of any kind;
- d. Punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
- e. Any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
- f. Any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;

- g. The theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
 - h. Any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
 - i. Any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.
23. **Income Loss** means an amount equal to:
- a. Net profit or loss before interest and tax that the **Member** would have earned or incurred; and
 - b. Continuing normal operating expenses incurred by the **Member** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.
24. **Individual Contractor** means any natural person who performs labor or service for the **Member** pursuant to a written contract or agreement with the **Member**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.
25. **Loss** means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Endorsement.
- a. Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Endorsement.
 - b. With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.
26. **Media Liability** means one or more of the following acts committed by, or on behalf of, the **Member** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:
- a. Defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 - b. A violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
 - c. Invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
 - d. Plagiarism, piracy, or misappropriation of ideas under implied contract;
 - e. Infringement of copyright;
 - f. Infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
 - g. Improper deep-linking or framing;
 - h. False arrest, detention or imprisonment;
 - i. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
 - j. Unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.
27. **Media Material** means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.
28. **Member** means:

- a. The **Designated Member**;
 - b. Any director or officer of the **Member**, but only with respect to the performance of his or her duties as such on behalf of the **Member**;
 - c. An employee or **Individual Contractor** of the **Member**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Member's** business;
 - d. While acting within the scope of his or her duties or employment, any officer, volunteer, or employee of the **Designated Member**, including elected and appointed officials, and members of the **Designated Member's** boards or commissions.
29. **Merchant Services Agreement** means any agreement between an **Member** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Member** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.
30. **Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.
31. **PCI Fines, Expenses and Costs** means the monetary amount owed by the **Member** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With our prior consent, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Member** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.
32. **Penalties** means:
- a. Any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
 - b. Amounts which the **Member** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a Consumer Redress Fund);

But will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

33. **Period of Restoration** means the 180-day period of time that begins upon the actual and necessary interruption of the **Member's** business operations.
34. **Personally Identifiable Information** means:
- a. Any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
 - b. An individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

But will not include information that is lawfully made available to the general public.

35. **Privacy Policy** means the **Member's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

36. **Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.
37. **Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.
38. **Security Breach** means a failure of computer security to prevent:
 - a. **Unauthorized Access** or Use of **Computer Systems**, including **Unauthorized Access** or Use resulting from the theft of a password from a **Computer System** or from any **Member**;
 - b. A denial of service attack affecting **Computer Systems**;
 - c. With respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Member**; or
 - d. Infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.
39. **Telephone Fraud** means the act of a third party gaining access to and using the **Member's** telephone system in an unauthorized manner.
40. **Third Party Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Endorsement which is not available to the general public.
41. **Transfer Account** means an account maintained by the **Member** at a **Financial Institution** from which the **Member** can initiate the transfer, payment or delivery of **Money** or **Securities**.
42. **Unauthorized Access** or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.
43. **Unauthorized Disclosure** means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Member** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.
44. **Waiting Period** means the period of time that begins upon the actual interruption of the **Member's** business operations caused by a **Security Breach**, and ends after the elapse of eight (8) hours.

- III. With respect to the coverage under this Endorsement, **SECTION IV – EXCLUSIONS** is replaced by the following:

SECTION IV – EXCLUSIONS

The coverage under this Endorsement will not apply to any Loss arising out of:

A. Bodily Injury or Property Damage

1. Physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. Physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

B. Trade Practices and Antitrust

1. Any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:
 - a. The Breach Response insuring agreement; or
 - b. Coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

C. Gathering or Distribution of Information

1. The unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Member** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. The distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Member** against allegations of unlawful audio or video recording;

D. Prior Known Acts & Prior Noticed Claims

1. Any act, error, omission, incident or event committed or occurring prior to the inception date of this Endorsement if any member of the **Control Group** on or before the inception date of this Endorsement knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. Any **Claim, Loss**, incident or circumstance for which notice has been provided under any prior policy or endorsement of which this endorsement is a renewal or replacement;

E. Racketeering, Benefit Plans, Employment Liability & Discrimination

1. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. Any actual or alleged acts, errors or omissions related to any of the **Member's** pension, retirement, healthcare, Welfare, profit sharing, mutual or investment plans, funds or trusts;
3. Any employer-employee relations, policies, practices, alleged or actual wrongful employment practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. Any actual or alleged discrimination;

But this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

F. Sale or Ownership of Securities & Violation of Securities Laws

1. The ownership, sale or purchase of, or the offer to sell or purchase stock or other securities;
2. An actual or alleged violation of a securities law or regulation.

G. Criminal, Intentional or Fraudulent Acts

Any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Member**, or by others if the **Member** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. With respect to a natural person **Member**, if such **Member** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

H. For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group will be imputed to the **Member. Patent, Software Copyright, Misappropriation of Information****

1. Infringement, misuse or abuse of patent or patent rights;
2. Infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access** or Use of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Member**; or
3. Use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Member**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

I. Governmental Action

1. A **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

J. Other Members & Related Enterprises

A **Claim** made by or on behalf of:

1. Any **Member**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement; or
2. Any business enterprise in which any **Member** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Designated Member**;

K. Trading Losses, Loss of Money & Discounts

1. Any trading losses, trading liabilities or change in value of accounts;
2. Any loss, transfer or theft of monies, securities or tangible property of the **Member** or others in the care, custody or control of the **Member**;
3. The monetary value of any transactions or electronic fund transfers by or on behalf of the **Member** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. The value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

But this exclusion will not apply to coverage under the eCrime insuring agreement.

L. Media-Related Exposures

With Respect to the Media Liability insuring agreement:

1. Any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. The actual or alleged obligation to make licensing fee or royalty payments;
3. Any costs or expenses incurred or to be incurred by the **Member** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. Any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. The actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. Any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or

Any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner

M. First Party Loss

With respect to the First Party Loss insuring agreements:

1. Seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. Costs or expenses incurred by the **Member** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach** or **Extortion Threat**;
3. Failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Member's** direct operational control; or
4. Fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

N. War and Civil War

For, resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **Cyber Terrorism**. For purposes of this exclusion, **Cyber Terrorism** means the premeditated use of disruptive activities, or threat to use disruptive activities, against a **Computer System** or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

O. Radioactive Limitation

In relation to liability arising outside the U.S.A., its territories or possessions, Puerto Rico or the Canal Zone, this Endorsement does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

P. Sanction Limitation

The Trust shall not cover, nor be liable to pay, any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the Trust to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

Q.

- IV.** With respect to the coverage under this Endorsement, **SECTION VII – LIMIT OF LIABILITY** is replaced by the following:

SECTION VII - LIMITS OF LIABILITY

A. Limits of Liability

The Endorsement Aggregate Limit of Liability listed in the Supplemental Declarations (the **Endorsement Aggregate Limit of Liability**) is our combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Endorsement.

The limit of liability payable under each insuring agreement will be an amount equal to the **Endorsement Aggregate Limit of Liability** unless another amount is listed in the Supplemental Declarations. Such amount is the aggregate amount payable under this Endorsement pursuant to such insuring agreement and is part of, and not in addition to, the **Endorsement Aggregate Limit of Liability**.

We will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Endorsement Aggregate Limit of Liability** has been exhausted, or after deposit of the **Endorsement Aggregate Limit of Liability** in a court of competent jurisdiction.

B. Breach Response Limits

Coverage for **Breach Response Services** under this Endorsement is in addition to the **Endorsement Aggregate Limit of Liability**. The Breach Response Aggregate Limit of Coverage listed in the Supplemental Declarations (the **Breach Response Services Aggregate Limit of Coverage**) is our combined total limit of coverage for all legal, forensic, public relations and crisis management, notification, call center and credit or identity monitoring services payable under this Endorsement.

1.

- V. With respect to the coverage under this Endorsement, **SECTION VI – EXTENDED REPORTING PERIOD** is replaced by the following:

SECTION VI – EXTENDED REPORTING PERIOD

- A. Upon non-renewal or cancellation of this Endorsement for any reason except the non-payment of premium, the **Designated Member** will have the right to purchase, for additional premium, an Optional Extension Period of twelve (12) months. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Member** during the Optional Extension Period and reported to us during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Endorsement Period**. In order for the **Designated Member** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to us within 60 days of the termination of this Endorsement.
- B. The purchase of the Optional Extension Period will in no way increase the **Endorsement Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Designated Member** terminates the Optional Extension Period for any reason prior to its natural expiration, We will not be liable to return any premium paid for the Optional Extension Period.

- VI. With respect to the coverage under this Endorsement, the following are added:

RETENTIONS

- A. The Retention listed in the Supplemental Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Designated Member** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

- B. Coverage for **Business Interruption Loss** will apply after the **Waiting Period** has elapsed and we will then indemnify the **Designated Member** for all **Business Interruption Loss** sustained during the **Period of Restoration** in excess of the Retention.
- C. Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Endorsement, and we will be liable only for the amounts in excess of such Retention.

GENERAL CONDITIONS

A. Notice of Claim or Loss

- 1. The Member must notify us of any Claim as soon as practicable, but in no event later than: (i) 60 days after the end of the Endorsement Period; or (ii) the end of the Optional Extension Period (if applicable).
- 2. With respect to **Breach Response Services**, the **Member** must notify us of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Member**, but in no event later than 60 days after the end of the **Endorsement Period**. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.
- 3. With respect to **Cyber Extortion Loss**, the **Designated Member** must notify us as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Endorsement Period**. The **Designated Member** must obtain our consent prior to incurring **Cyber Extortion Loss**.
- 4. With respect to **Data Recovery Costs** and **Business Interruption Loss**, the **Designated Member** must notify us as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Designated Member** will provide us a proof of **Data Recovery Costs** and **Business Interruption Loss**. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to us no later than 6 months after the end of the **Endorsement Period**.
- 5. The **Designated Member** must notify us of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Endorsement Period**.
- 6. Any **Claim** arising out of a Loss that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to us in conformance with the foregoing will be considered to have been made during the **Endorsement Period**.

B. Notice of Circumstance

- 1. With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Member** may give written notice of such circumstance to us as soon as practicable during the **Endorsement Period**. Such notice must include:
 - a. The specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
 - b. The injury or damage which may result or has resulted from the circumstance; and
 - c. The facts by which the **Member** first became aware of the act, error, omission or event.
- 2. Any subsequent **Claim** made against the **Member** arising out of any circumstance reported to us in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to Us during the **Endorsement Period**.

C. Defense Claims

1. Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, We have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Designated Member** and us but, in the absence of such agreement, our decision will be final.
2. With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Designated Member** and us and will be selected from one of the firms on our panel.

D. Settlement of Claims

1. If the **Member** refuses to consent to any settlement recommended by us and acceptable to the claimant, our liability for such **Claim** will not exceed:
 - a. The amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
 - b. Sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Member** plus sixty percent (60%) of any **Damages, Penalties** and **PCI Fines, Expenses** and **Costs** above the amount for which the **Claim** could have been settled;

And we will have the right to withdraw from the further defense of such **Claim**.

The **Member** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses** and **Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Member** obtains a full release on behalf of the **Member** from all claimants.

E. Assistance and Cooperation

1. We will have the right to make any investigation we deem necessary, and the **Member** will cooperate with us in all investigations, including investigations regarding coverage under this Endorsement and the information and materials provided to us in connection with the underwriting and issuance of this Endorsement. The **Member** will execute or cause to be executed all papers and render all assistance as is requested by us. The **Member** agrees not to take any action which in any way increases our exposure under this Endorsement. Expenses incurred by the **Member** in assisting and cooperating with us do not constitute **Claims Expenses** under the Endorsement.
2. The **Member** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without our written consent, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

F. Subrogation

1. If any payment is made under this Endorsement, we shall be granted the **Member's** rights of recovery against any other party, and we will maintain and pursue all such rights of recovery. The **Member** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. Subrogation recoveries, if any, shall be pursued and allocated as provided in the Coverage Agreement's Member Obligations and Conditions of Coverage section.

G. Other Insurance

1. The insurance under this Endorsement will apply in excess of any other valid and collectible insurance available to any **Member** unless such other insurance is written only as specific excess insurance over this Endorsement.

H. Action Against Us

1. No action will lie against us or our representatives unless and until, as a condition precedent thereto, the **Member** has fully complied with all provisions, terms and conditions of this Endorsement and the amount of the **Member's** obligation to pay has been finally determined either by judgment or award against the **Member** after trial, regulatory proceeding, arbitration or by written agreement of the **Member**, the claimant, and us.
2. No person or organization will have the right under this Endorsement to join us as a party to an action or other proceeding against the **Member** to determine the **Member's** liability, nor will we be impleaded by the **Member** or the **Member's** legal representative.
3. The **Member's** bankruptcy or insolvency of the **Member's** estate will not relieve us of our obligations hereunder.

I. Entire Agreement

1. By acceptance of the Endorsement, the **Member** agrees that this Endorsement embodies all agreements between us and the **Member** relating to this Endorsement. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this Endorsement or stop us from asserting any right under the terms of this Endorsement; nor will the terms of this Endorsement be waived or changed, except by endorsement issued to form a part of this Endorsement signed by us.

J. Assignment

1. The interest hereunder of any **Member** is not assignable. If the **Member** dies or is adjudged incompetent, such insurance will cover the **Member's** legal representative as if such representative were the **Member**, in accordance with the terms and conditions of this Endorsement.

K. Singular Form of a Word

1. Whenever the singular form of a word is used herein, the same will include the plural when required by context.

L. Headings

1. The titles of paragraphs, clauses, provisions or endorsements of or to this Endorsement are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Endorsement.

M. Representation by the Member

1. The **Member** agrees that the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Endorsement are true, accurate and are not misleading, and that we issued this Endorsement, and assume the risks hereunder, in reliance upon the truth thereof.

N. Designated Member as Agent

1. The **Designated Member** will be considered the agent of all **Members**, and will act on behalf of all **Members** with respect to the giving of or receipt of all notices pertaining to this Endorsement, and the acceptance of any endorsements to this Endorsement. The **Designated Member** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

O. Territory

1. The Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

P. Antistacking

1. In consideration of the premium charged for the Endorsement, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Endorsement, in the event any incident, event or related incidents or events, giving rise to a **Claim** or an obligation to provide **Breach Response Services** triggers coverage under this Endorsement and any other endorsement issued by us, our liability under this Endorsement and such other endorsements combined shall not exceed the amount of the largest **Endorsement Aggregate Limit of Liability** or applicable sublimits of liability.



**PUBLIC ENTITY
AUTOMOBILE LIABILITY DECLARATIONS**

ITEM ONE

NAMED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832
POLICY PERIOD: October 1, 2025 - October 1, 2026

ITEM TWO

SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY

This Policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those **autos** shown as covered **autos**. **Autos** are shown as covered **autos** for a particular coverage by the entry of one or more of the symbols from **SECTION I - COVERED AUTOS** of the **PUBLIC ENTITY AUTOMOBILE COVERAGE FORM** next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included

Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

ITEM THREE: SCHEDULE OF COVERED AUTOS

SEE ATTACHED SCHEDULE

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE				
State	Estimated Annual Cost Of Hire For Each State	Rate	Factor (If Liability Coverage is Primary)	Premium
FL	IF ANY	FLAT CHARGE		Included

PHYSICAL DAMAGE COVERAGES					
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire (Excluding Autos Hired With A Driver)	Rate Per Each \$100 Annual Cost of Hire	Premium
Comprehensive	FL	Actual Cash Value Or Cost Of Repair Or \$35,000, Whichever Is Less, Minus For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$ IF ANY	\$	Not Included
Specified Causes Of Loss	FL	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	N/A
Collision	FL	Actual Cash Value Or Cost Of Repair or \$35,000, Whichever Is Less, Minus For Each Covered Auto	\$ IF ANY	\$	Not Included
Premium					Not Included

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

Named Insured's Business	Rating Basis	Premium
Districts	IF ANY	Included

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003.

Premium For Endorsements	Included
Estimated Total Premium*	Included
*This policy may be subject to final audit.	



**PUBLIC ENTITY
AUTOMOBILE COVERAGE FORM
TABLE OF CONTENTS**

SECTION I – COVERED AUTOS	2
SECTION II – COVERED AUTOS LIABILITY COVERAGE.....	4
A. Coverage	4
B. Exclusions.....	5
C. Limit of Liability	6
SECTION III – AUTO MEDICAL PAYMENTS COVERAGE.....	8
A. Coverage	8
B. Who Is an Insured	9
C. Exclusions.....	9
D. Limit of Coverage	9
E. Change In Other Coverage or Insurance Condition	9
SECTION IV – BUSINESS AUTO CONDITIONS.....	9
A. Loss Conditions	9
B. General Conditions	10
SECTION V – DEFINITIONS.....	13



PUBLIC ENTITY AUTOMOBILE COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

"Insured" shall mean any person or organization qualifying as an Insured in the Who Is An Insured provision.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the **auto** that are covered **auto** for each of your coverages. The following numerical symbols describe the **autos** that may be covered **autos**. The symbols entered next to a coverage on the Declarations designate the only **auto** that are covered **autos**.

A. Description of Covered Auto Designation Symbols

SYMBOL	DESCRIPTION
1.	=ANY AUTO .
2.	=ALL OWNED AUTOS ONLY. Only those autos you own and or lease (and for Liability Coverage any trailers you don't own while attached to power units you own). This also includes all those autos you acquire ownership of after the coverage agreement begins.
3.	=OWNED PRIVATE PASSENGER AUTO ONLY. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the Policy begins.
4.	=OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the Policy begins.
5.	=OWNED AUTOS SUBJECT TO NO-FAULT. Only those autos you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the Policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6.	=OWNED AUTO SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those autos you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists

Coverage. This includes those **autos** you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorist's requirement.

- 7. =SPECIFICALLY DESCRIBED **AUTOS**. Only those **autos** described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any **trailers** you don't own while attached to any power unit described in ITEM THREE).
- 8. =HIRED **AUTOS** ONLY. Only those **autos** you hire, rent or borrow. This does not include any **auto** you hire, rent, or borrow from any of your **employees** or members of their households.
- 9. =NONOWNED **AUTOS** ONLY. Only those **autos** you do not own, hire, rent or borrow that are used in connection with your business. This includes **autos** owned by your **employees** members of their households but only while used in your business or your personal affairs.
- 19. =MOBILE EQUIPMENT SUBJECT TO COMPULSORY OR FINANCIAL RESPONSIBILITY OR OTHER MOTOR VEHICLE INSURANCE LAW ONLY. Only those **autos** that are land vehicles and that would qualify under the definition of **mobile equipment** under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

- 1. If symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for **autos** that you acquire of the type described for the remainder of the Policy Period. No additional or return premium during remainder of annual coverage term.
- 2. But, if symbol **7** is entered next to a coverage in ITEM TWO of the Declarations, an **auto** you acquire will be a covered **auto** for that coverage only if:
 - a. We already cover all **auto** that you own for that coverage or it replaces an **auto** you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
 - c. Additional and return premium will be subject to pro-rata adjustment.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If this Coverage Form provides Liability Coverage, the following types of vehicles are also covered **autos** for Liability Coverage:

- 1. **Trailers** with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. **Mobile equipment** while being carried or towed by a covered **auto**.
- 3. Any **auto** you do not own while used with the permission of its owner as a temporary substitute for a covered **auto** you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

SECTION II- COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an Insured legally must pay as damages because of **bodily injury or property damage** to which this coverage applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto**.

We will also pay all sums an Insured legally must pay as a **covered pollution cost or expense** to which this coverage applies, caused by an **accident** and resulting from the ownership, maintenance or use of covered **autos**. However, we will only pay for the **covered pollution cost or expense** if there is either **bodily injury or property damage** to which this coverage applies that is caused by the same **accident**.

We have the right and duty to defend any Insured against a **suit** asking for such damages or a **covered pollution cost or expense**. However, we have no duty to defend any Insured against a **suit** seeking damages for **bodily injury or property damage** or a **covered pollution cost or expense** not covered by this Coverage Form. We may investigate and settle any claim or **suit** as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit has been exhausted by payment of judgments or settlements.

Any **leased auto** designated or described in the Schedule will be considered a covered **auto** you own and not a covered **auto** you hire or borrow. For a covered **auto** that is a **leased auto** Who Is an Insured is changed to include the lessor as an Insured. The coverages provided under this Coverage Form apply to any **leased auto** until the expiration date in the **COMMON POLICY DECLARATIONS**, or when the lessor or his or her agent takes possession of the **leased auto**, whichever occurs first.

1. Who Is an Insured

The following are Insureds:

- a.** You for any covered **auto**.
- b.** Anyone else while using with your permission a covered **auto** you own, hire or borrow except:
 - (1)** The owner or anyone else from whom you hire or borrow a covered **auto**. This exception does not apply if the covered **auto** is a **trailer** connected to a covered **auto** you own.
 - (2)** Your employee if the covered **auto** is owned by that employee or a member of his or her household.
 - (3)** Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing, parking or storing **auto** unless that business is yours.
 - (4)** Anyone other than your **employees**, a lessee or borrower or any of their **employees**, while moving property to or from a covered **auto**.
- c.** Anyone liable for the conduct of an Insured described above but only to the extent of that liability.

Except with respect to the Limit of Liability, the coverage afforded applies separately to each Insured who is seeking coverage or against whom a claim or **suit** is brought.

2. Coverage Extensions

- a.** Supplementary Payments. In addition to the Limit of Liability, we will pay for the Insured:
 - (1)** All expenses we incur.
 - (2)** Up to \$1,000 for cost of bail bonds (including bonds for related traffic law violations)

required because of an **accident** we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any **suit** against the Insured we defend, but only for bond amounts within our Limit of Liability.
- (4) All reasonable expenses incurred by the Insured at our request, including actual loss of earning up to \$250 a day because of time off from work.
- (5) All costs taxed against the Insured in any **suit** against the Insured we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any **suit** against the Insured we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Liability.

b. Out-of-State Coverage Extensions.

While a covered **auto** is away from the state where it is licensed we will:

- (1) Increase the Limit of Coverage for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered **auto** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This coverage does not apply to any of the following:

1. Expected Or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the Insured.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement; or
- b. That the Insured would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the Insured or the Insured's coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

Bodily injury to:

- a. An **employee** of the Insured arising out of and in the course of:
 - (1) Employment by the Insured; or

- (2) Performing the duties related to the conduct of the Insured's business.
- b. The spouse, child, parent, brother or sister of that **employee** as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

5. Fellow Employee

Bodily injury to:

- a. Any fellow **employee** of the Insured arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow **employee** as a consequence of Paragraph a. above.

6. Care, Custody Or Control

Property damage to or **covered pollution cost or expense** involving property owned or transported by the Insured or in the Insured's care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

Bodily injury or **property damage** resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the Insured for movement into or onto the covered **auto**; or
- b. After it is moved from the covered **auto** to the place where it is finally delivered by the Insured.

8. Movement Of Property By Mechanical Device

Bodily injury or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered **auto**.

9. Operations

Bodily injury or **property damage** arising out of the operation of:

- a. Any equipment listed in paragraphs 6.b. and 6.c. of the definition of **mobile equipment**;
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

Bodily injury or **property damage** arising out of your work after that work has been completed or abandoned. In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of the Insured; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the Insured for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of **mobile equipment**.

Paragraphs **b.** and **c.** above of this exclusion do not apply to **accidents** that occur away from premises owned by or rented to an Insured with respect to **pollutants** not in or upon a covered **auto** if:

- (3) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (4) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

12. War

Bodily injury or property damage arising directly or indirectly out of:

- a. War, including undeclared or civil war;

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Professional Liability

Bodily injury resulting from the providing or the failure to provide any medical or other professional services.

14. Punitive Damages

Punitive or exemplary damages.

15. Racing

Covered **autos** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered **auto** is being prepared for such a contest or activity.

C. Limit Of Liability

1. Regardless of the number of covered **autos**, Insureds, premiums paid, claims made or vehicles involved in the **accident**, the most we will pay for the total of all damages and **covered pollution cost or expense** combined, resulting from any one **accident** is the Limit of Liability for Covered Autos Liability Coverage shown in the Declarations.
2. All **bodily injury, property damage** and **covered pollution cost or expense** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.
3. No one will be entitled to receive duplicative payments for the same elements of **loss** under this Coverage Form and any Medical Payments, Uninsured Motorist, or Underinsured Motorists within this Coverage Part.
4. The most we will pay is further limited by limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

However, subject to the amount in the Limit of Liability shown in the Declarations, we will pay:

- a. The amount indicated when the Florida Legislature enacts an appropriate claim bill in accordance with Section 768.28 (5), Florida Statutes;
 - b. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida; or
 - c. The amount shown in the Limit of Liability shown in the Declarations when Florida Statutes Section 768.28 (5), is inapplicable.
5. Damages will not include:
 - a. Taxes, fines, penalties, or sanctions;
 - b. Punitive or exemplary damages or the multiple portion of any multiplied damages award;
 - c. Matters uninsurable under the laws pursuant to which this Coverage Part is construed; or
 - d. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

SECTION III - AUTO MEDICAL PAYMENTS COVERAGE

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an Insured who sustains **bodily injury** caused by **accident**. We will pay only those expenses incurred, for services rendered within three years from the date of the **accident**.

1. Who Is an Insured

- a. You while **occupying** or, while a pedestrian, when struck by any **auto**.
- b. If you are an individual, any **family member** while **occupying** or, while a pedestrian, when struck by any **auto**.
- c. Anyone else **occupying** a covered **auto** or a temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.

B. Exclusions

This coverage does not apply to any of the following:

1. **Bodily injury** sustained by an Insured while **occupying** a vehicle located for use as a premises.
2. **Bodily injury** sustained by you or any **family member** while **occupying** or struck by any vehicle (other than a covered **auto**) owned by you or furnished or available for your regular use.
3. **Bodily injury** sustained by any **family member** while **occupying** or struck by any vehicle (other than a covered **auto**) owned by or furnished or available for the regular use of any **family member**.
4. **Bodily injury** to your **employee** arising out of and in the course of employment by you.
5. **Bodily injury** to an Insured while working in a business of selling, servicing, repairing or parking **autos** unless that business is yours.
6. **Bodily injury** arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. **Bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. **Bodily injury** sustained by an Insured while **occupying** any covered **auto** while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any **bodily injury** sustained by an Insured while the **auto** is being prepared for such a contest or activity.

C. Limit of Coverage

Regardless of the number of covered **autos**, Insureds, premiums paid, claims made or vehicles involved in the **accident**, the most we will pay for **bodily injury** for each Insured injured in any one **accident** is the Limit Of Liability for Auto Medical Payments Coverage shown in the Declarations.

D. Change In Other Coverage or Insurance Condition

The reference in the **Other Coverage or Insurance** condition in the **COMMON POLICY CONDIITONS**

to "other coverage or insurance" applies only to other collectible auto medical payments insurance.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the **COMMON POLICY CONDITIONS**:

A. Loss Conditions

1. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a.** In the event of **accident**, claim, **suit** or **loss**, you must give us or our authorized representative prompt notice of the **accident** or **loss**. Include:
 - (1)** How, when and where the **accident** or **loss** occurred;
 - (2)** The Insured's name and address; and
 - (3)** To the extent possible, the names and addresses of any injured persons and witnesses.
- b.** Additionally, you and any other involved Insured must:
 - (1)** Assume no obligation, make no payment or incur no expense without our consent, except at the Insured's own cost.
 - (2)** Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.
 - (3)** Cooperate with us in the investigation, settlement or defense of the claim or **suit**.
 - (4)** Authorize us to obtain medical records or other pertinent information.
 - (5)** Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c.** If there is **loss** to a covered **auto** or its equipment you must also do the following:
 - (1)** Promptly notify the police if the covered **auto** or any of its equipment is stolen.
 - (2)** Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3)** Permit us to inspect the covered **auto** and records proving the **loss** before its repair or disposition.
 - (4)** Agree to examinations under oath at our request and give us a signed statement of your answers.

2. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a.** There has been full compliance with all the terms of this Coverage Form; and
- b.** Under Covered Autos Liability Coverage, we agree in writing that the Insured has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the Insured's liability.

3. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or

organization must do everything necessary to secure our rights and must do nothing after **accident** or **loss** to impair them.

This condition **3.** does not apply to **SECTION III - AUTO MEDICAL PAYMENTS COVERAGE.**

4. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition:

Such positive support and cooperation shall include, but is not limited to:

- a.** Formal proclamations or resolutions by your governing board in opposition to such legislation;
- b.** Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and
- c.** Personal contact by your officials and employees with legislators identified by us.

5. Loss Settlement

When we have agreed in writing to the settlement of a claim, we shall tender payment according to the terms of the agreement no later than 20 days after such settlement is reached.

However, a judgment or decree for recovery of money entered in any of the courts of Florida against us shall be fully satisfied within 60 days from and after the entry thereof, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a fact concerning:

- a.** This Coverage Form;
- b.** The covered **auto**;
- c.** Your interest in the covered **auto**; or
- d.** A claim under this Coverage Form;

and such concealment or misrepresentation is material to the acceptance of the risk or to the hazard assumed by us; or if the true facts had been known to us pursuant to a requirement under this Coverage Form or other requirement, we, in good faith, would not have issued this coverage, would not have issued it at the same premium rate, would not have issued this coverage in as large an amount, or would not have provided coverage with respect to the hazard resulting in the **loss**.

3. Policy Period, Coverage Territory

Under this Coverage Form, we cover **accidents** and **losses** occurring:

- a.** During the Policy Period shown in the Declarations; and

b. Within the coverage territory. The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the Insured's responsibility to pay damages is determined in a **suit** on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover **loss** to, or **accidents** involving, a covered **auto** while being transported between any of these places.

4. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

5. Mediation

- a. In any claim filed by an Insured with us for:
 - (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - (2) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**; or
 - (3) **Loss** to a covered **auto** or its equipment, in any amount; either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference

must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

6. Other Insurance – Rental or Leasing Driver

When this Coverage Form and any other Coverage Form or policy providing liability coverage applies to an **auto** and:

- a. One provides coverage to a lessor of **autos** for rent or lease; and
- b. The other provides coverage to a person not described in paragraph 6.a. above;

then the Coverage Form or policy issued to the lessor described in paragraph 6.a. is excess over any insurance available to a person described in 6.b. if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

SECTION V – DEFINITIONS

A. **Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.

B. **Auto** means:

1. A land motor vehicle, **trailer** or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. **Covered Pollution Cost or Expense** means any cost or expense arising out of:

1. Any request, demand or order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
2. Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Covered pollution cost or expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of the Insured;
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**; or
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the Insured for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
 - (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in paragraphs **6.b.** or **6.c.** of the definition of **mobile equipment**.
- d. Paragraphs **b.** and **c.** above do not apply to **accidents** that occur away from premises owned by or rented to an Insured with respect to **pollutants** not in or upon a covered **auto** if:
- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

E. Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

F. Family member means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

G. Insured Contract means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for **bodily injury** or **property damage** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your **employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates you or any of your **employees** to pay for **property damage** to any **auto** rented or leased by you or any of your **employees**.

An **insured contract** does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by **auto**

for hire harmless for your use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.

- H. **Leased Auto** means an **auto** leased or rented to you, including any substitute, replacement or extra **auto** needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.
- I. **Leased Worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
- J. **Loss** means direct and accidental loss or damage.
- K. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
 - 6. Vehicles not described in paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
 - 7. However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

- L. Occupying** means in or upon or entering into or alighting from.
- M. Pollutants** means any solid, liquid, mold, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. Property Damage** means damage to or loss of use of tangible property.
- O. Suit** means a civil proceeding in which:
1. Damages because of **bodily injury** or **property damage**; or
 2. A **covered pollution cost or expense**;
- to which this coverage applies, are alleged.
- Suit** includes:
- a. An arbitration proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the Insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the Insured submits with our consent.
- P. Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- Q. Trailer** includes semitrailer



**PUBLIC ENTITY
FLORIDA ENDORSEMENT (AUTOMOBILE)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
AUTOMOBILE COVERAGE FORM, FIA 500:

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

- A.** The following condition is added to **SECTION IV – BUSINESS AUTO CONDITION**, paragraph **B. General Conditions**:

Mediation

- 1.** In any claim filed by an Insured with us for:
 - a.** **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - b.** **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**; or
 - c.** **Loss** to a covered **auto** or its equipment, in any amount;either party may make a written demand for mediation of the claim prior to the institution of litigation.
- 2.** A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
- 3.** The request must state:
 - a.** Why mediation is being requested.
 - b.** The issues in dispute, which are to be mediated.
- 4.** The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- 5.** Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a **suit** is filed relating to the same facts already mediated.
- 6.** The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.



**PUBLIC ENTITY
AUTOMOBILE DEDUCTIBLE LIABILITY COVERAGE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
AUTOMOBILE COVERAGE FORM, FIA 500:

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

This Endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Endorsement Effective Date:

SCHEDULE

Liability Deductible:	\$ 0	Per Accident
Bodily Injury Deductible	\$ 0	Per Person
	\$ 0	Per Accident
Property Damage Deductible:	\$ 0	Per Accident

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II – COVERED AUTOS LIABILITY COVERAGE is changed as follows:

A. LIABILITY COVERAGE DEDUCTIBLE

The damages caused in any one **accident** that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

B. BODILY INJURY LIABILITY COVERAGE DEDUCTIBLES

1. Per Person

The damages that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** for **bodily injury** sustained by any one person, in any one **accident**, will be reduced by the **Bodily injury** Per Person Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

2. Per Accident

The damages that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** for all **bodily injury** caused in any one **accident** will be reduced by the **Bodily Injury Per Accident** Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

C. PROPERTY DAMAGE LIABILITY COVERAGE DEDUCTIBLE

The damages that would otherwise be payable under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** for **property damage** caused in any one **accident** will be reduced by the **Property Damage Per Accident** Deductible shown in the Schedule prior to the application of the Limit of Liability provision.

D. OUR RIGHT TO REIMBURSEMENT

To settle any claim or **suit**, we may pay all or any part of any Deductible shown in the Schedule. If this happens, you must reimburse us for the Deductible or the part of the Deductible we paid.



**PUBLIC ENTITY
FLORIDA PERSONAL INJURY PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered **auto** licensed or principally garaged in Florida, this Endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, FIA 500**:

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this Endorsement.

Endorsement Effective Date: October 1, 2025

We agree with the Named Insured, subject to all the provisions of this Endorsement and to all of the provisions of the Policy except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection Deductible shown in the Declarations is applicable to the following Named Insured only:

Wind Meadows South Community Development District

<u>Benefits</u>	<u>Limit Per Person</u>
Total Aggregate Limit for all Personal Injury Protection Benefits, except Death Benefits	Up to \$10,000 Limit
Death Benefits	\$5,000
Medical Expenses	80% of medical expenses subject to total aggregate limit and the provisions of Paragraphs D.2.a and b. under Limits of Coverage
Work Loss	60% of work loss subject to total aggregate limit
Replacement Services Expenses	Subject to total aggregate limit

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

As used in this Endorsement, Named Insured shall mean the person or organization named in the Declarations of this Policy and, if an individual, shall include the spouse if a resident of the same household.

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law to or for an Insured who sustains **bodily injury** in an **accident** arising out of the ownership,

maintenance or use of a **motor vehicle**. Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

1. Medical Expenses

- a.** All reasonable **medically necessary** expenses for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, including prosthetic devices. However, we will pay for these benefits only if the Insured receives initial services and care within 14 days after the **motor vehicle accident** that are:

- (1)** Lawfully provided, supervised, ordered or prescribed by a licensed physician, dentist or chiropractic physician;
- (2)** Provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
- (3)** Provided by a person or entity licensed to provide emergency transportation and treatment;

as authorized by the Florida Motor Vehicle No-fault Law.

- b.** Upon referral by a licensed health care provider described in Paragraph **A.1.a.(1), (2) or (3)**, follow-up services and care consistent with the underlying medical diagnosis rendered pursuant to Paragraph **A.1.a.**, if provided, supervised, ordered or prescribed only by a licensed:

- (1)** Physician, osteopathic physician, chiropractic physician or dentist; or
- (2)** Physician assistant or advanced registered nurse practitioner, under the supervision of such physician, osteopathic physician chiropractic physician or dentist;

as authorized by the Florida Motor Vehicle No-fault Law.

Follow-up services and care may also be provided by:

- (3)** A licensed hospital or ambulatory surgical center;
- (4)** An entity wholly owned by one or more licensed physicians, osteopathic physicians, chiropractic physicians or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- (5)** An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- (6)** A licensed physical therapist, based upon referral by a provider described in Paragraph **A.1.b.**; or

- (7)** A health care clinic licensed under the Florida Health Care Clinic Act:

- (a)** Which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities or the Accreditation Association for Ambulatory Health Care, Inc.; or

- (b)** Which:

- (i)** Has a licensed medical director;
 - (ii)** Has been continuously licensed for more than three years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and

- (iii)** Provides at least four of the following medical specialties:

- i. General medicine;
- ii. Radiography;
- iii. Orthopedic medicine;
- iv. Physical medicine;
- v. Physical therapy;
- vi. Physical rehabilitation;
- vii. Prescribing or dispensing outpatient prescription medication; or
- viii. Laboratory services; as authorized by the Florida Motor Vehicle No-fault Law.

However, with respect to Paragraph **A.1.**, medical expenses do not include massage or acupuncture, regardless of the person, entity or licensee providing the massage or acupuncture;

2. Replacement Services Expenses

With respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;

3. Work Loss

With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and

4. Death Benefits.

B. Who Is an Insured

- 1. The Named Insured.
- 2. If the Named Insured is an individual, any **family member**.
- 3. Any other person while **occupying** a covered **motor vehicle** with the Named Insured's consent.
- 4. A **pedestrian** if the **accident** involves the covered **motor vehicle**.

C. Exclusions

We will not pay Personal Injury Protection benefits for **bodily injury**:

- 1. Sustained by the Named Insured or any **family member** while **occupying** any **motor vehicle** owned by the Named Insured that is not a covered **motor vehicle**;
- 2. Sustained by any person while operating the covered **motor vehicle** without the Named Insured's expressed or implied consent;
- 3. Sustained by any person, if such person's conduct contributed to his or her **bodily injury** under any of the following circumstances:
 - a. Causing **bodily injury** to himself or herself intentionally; or
 - b. While committing a felony;
- 4. To the Named Insured or any **family member** for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
- 5. To any **pedestrian**, other than the Named Insured or any **family member**, not a legal resident of the state of Florida;
- 6. To any person, other than the Named Insured if that person is the **owner** of a **motor vehicle** for

which security is required under the Florida Motor Vehicle No-Fault Law;

7. To any person, other than the Named Insured, or any **family member**, who is entitled to personal injury protection benefits from the owner of a **motor vehicle** that is not a covered **motor vehicle** under this insurance or from the **owner's** insurer; or
8. To any person who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.

D. Limit Of Coverage

1. Regardless of the number of persons covered, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this Policy, for or on behalf of any one person who sustains **bodily injury** as the result of any one **accident**, shall be:
 - a. \$10,000, for medical expenses, work loss and replacement services; and
 - b. \$5,000 for death benefits.
2. Subject to Paragraph **D.1.a.**, we will pay:
 - a. Up to \$10,000 for medical expenses, if a licensed physician, dentist, physician assistant or an advanced registered nurse practitioner authorized by the Florida Motor Vehicle No-fault Law has determined that the Insured had an **emergency medical condition**; or
 - b. Up to \$2,500 for medical expenses, if any health care provider described in Paragraph **A.1.a.** or **A.1.b.** has determined that the Insured did not have an **emergency medical condition**.
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of **loss** under any workers' compensation law.
4. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this Policy, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The Deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1**, **A.2**, and **A.3** of this Endorsement before the application of any percentage limitation for each Insured to whom the Deductible applies. The Deductible does not apply to the death benefit.
6. Any amount paid under this coverage for medical expenses shall be limited by the medical fee schedule prescribed by the Florida Motor Vehicle No-fault Law.

E. Changes In Conditions

The **Conditions** are changed for **Personal Injury Protection** as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:

Compliance with the following duties is a condition precedent to receiving benefits:

In the event of an **accident**, the Named Insured must give us or our authorized representative prompt written notice of the **accident**.

If any injured person or his or her legal representative institutes a legal action to recover damages for **bodily injury** against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured

person or his or her legal representative.

A person seeking personal injury protection benefits must, as soon as possible, give us written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send us any other information that will assist us in determining the amount due and payable.

A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.

2. Legal Action Against Us is replaced by the following:

Legal Action Against Us

- a.** No legal action may be brought against us until there has been full compliance with all terms of this Policy. In addition, no legal action may be brought against us:
 - (1)** Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this Endorsement; and
 - (2)** Until we are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to us via U.S. certified or registered mail; and
 - (3)** With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, we:
 - (a)** Pay the overdue claim; or
 - (b)** Agree to pay for future treatment not yet rendered;in accordance with the requirements of the Florida Motor Vehicle No-fault Law.
- b.** If legal action is brought against us, all claims related to the same health care provider or facility shall be brought in a single action, unless good cause can be shown why such claims should be brought separately.

3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a.** We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the **bodily injury** from which the payment arises. We will also have a lien on those proceeds.
- b.** If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
- c.** The insurer providing personal injury protection benefits on a private passenger **motor vehicle**, as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the **owner** or the insurer of the **owner** of a commercial **motor vehicle**, as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying," or while a "pedestrian" through being struck by, such commercial "motor vehicle." However, such insurer's right of reimbursement under this Paragraph **c.** does not apply to an **owner** or

registrant of a **motor vehicle** used as a taxicab.

4. Concealment, Misrepresentation Or Fraud is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage under this Endorsement for an Insured if that Insured has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the Insured or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the Insured who committed the fraud. Any benefits paid prior to the discovery of the fraud shall be recoverable from that Insured.

5. Policy Period, Coverage Territory is replaced by the following:

Policy Period, Coverage Territory

The insurance under this section applies only to **accidents** which occur during the Policy Period:

- a. In the state of Florida;
- b. As respects the Named Insured" or any **family member**, while **occupying** the covered **motor vehicle** outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the Named Insured, while **occupying** a **motor vehicle** of which a **family member** is the **owner** and for which security is maintained under the Florida Motor Vehicle No-fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

F. Additional Conditions

The following Conditions are added:

1. Mediation

- a. In any claim filed by an Insured with us for:
 - (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - (2) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**, or
 - (3) **Loss** to a covered **auto** or its equipment, in any amount,either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The

conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Payment Of Benefits

Personal injury protection benefits payable under this Coverage Form, whether the full or partial amount, may be overdue if not paid within 30 days after we are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if we have a reasonable belief that a fraudulent insurance act has been committed relating to personal injury protection coverage under this Coverage Form, we will notify the Insured in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, we will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If we pay only a portion of a claim or reject a claim due to an alleged error in the claim, we, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits due to the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

3. Modification Of Policy Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the Policy shall be excess over any personal injury protection benefits paid or payable.

Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the Policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the Deductible selected.

4. Medical Reports And Examinations; Payment Of Claim Withheld

As soon as practicable, the person making claim shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to, or fails to appear at, an examination, we will not be liable for subsequent personal injury protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making claim as a result of an injury sustained while committing a felony is charged with committing that felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

5. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the coverage afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists coverage shall be deemed provisional and subject to recomputation. If this Policy is a renewal agreement, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the Named Insured pursuant to the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the Named Insured shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

6. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while **occupying** or through being struck by, a **motor vehicle** rented or leased under a rental or lease agreement, which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the personal injury protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

7. Insured's Right To Personal Injury Protection Information

- a. In a dispute between us and an Insured, or between us and an assignee of the Insured's personal injury protection benefits, we will, upon request, notify such Insured or assignee that the limits for Personal Injury Protection have been reached. We will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, we will, upon request, provide an Insured with a copy of a log of personal injury protection benefits paid by us on behalf of the Insured. We will provide such information within 30 days of receipt of the request for the log from the Insured.

G. Additional Definitions

As used in this Endorsement:

1. **Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to Insured's health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ part.
2. **Motor vehicle** means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;

However, **motor vehicle** does not include:

- a. A mobile home;
- b. Any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.

3. **Family Member** means a person related to the Named Insured by blood, marriage or adoption including a ward or foster child who is a resident of the same household as the Named Insured.
4. **Owner** means a person or organization who holds the legal title to a **motor vehicle**, and also includes:
 - a. A debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement;
 - b. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing coverage.
5. **Pedestrian** means a person while not an occupant of any self-propelled vehicle.
6. **Medically necessary** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
 - a. In accordance with generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician, or other health care provider.



**PUBLIC ENTITY
POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
AUTOMOBILE COVERAGE FORM, FIA 500:

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE is changed as follows:

1. Paragraph **a.** of Exclusion **B.11. Pollution** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In SECTION V – DEFINITIONS

For the purposes of this Endorsement, Paragraph **D.** of the Definitions Section is replaced by the following:

D. Covered Pollution Cost or Expense means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
2. Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Covered Pollution Cost or Expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a.** Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the Insured for movement into or onto the covered **auto**; or
- b.** After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraphs **a.** and **b.** above do not apply to **accidents** that occur away from premises owned by or rented to an Insured with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** not designed or used for storing or hauling fuel or oil; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.



**PUBLIC ENTITY
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

I. The coverage does not apply:

- A. Under any Liability Coverage, to **bodily injury** or **property damage**:
 - 1. With respect to which a **Covered Party** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 2. Resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **Covered Party** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties of nuclear material**, if:
 - 1. The **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, a **Covered Party** or (b) has been discharged or dispersed therefrom;
 - 2. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **Covered Party**; or
 - 3. The **bodily injury** or **property damage** arises out of the furnishing by a **Covered Party** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.
- D. Under any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

II. As used in this endorsement:

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear material means **source material**, **special nuclear material** or **by-product material**;

Source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

Waste means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

Nuclear facility means:

1. Any **nuclear reactor**;
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing **spent fuel**, or (c) handling, processing or packaging **waste**;
3. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **Covered Party** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property damage includes all forms of radioactive contamination of property.



**PUBLIC ENTITY
AUTOMATIC ADDITIONAL COVERED PARTIES**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

☒ **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

SECTION I - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written **insured contract** to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the **Covered Party's** operations, **your work** or facilities owned or used by the **Covered Party**.

The coverage afforded to the **Additional Covered Party** does not apply:

- (1) Unless the written **insured contract**, agreement or permit was executed prior to the **bodily injury, property damage, personal injury or advertising injury**;
- (2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

☒ **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

SECTION II - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written equipment lease or rental agreement to name as an **Additional Covered Party**, but only with respect to liability arising out of the sole negligence of the **Covered Party**, and only while such equipment is in the care, custody or control of the **Covered Party**, or any employee or agent of the **Covered Party**.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) **Bodily injury or property damage** occurring after you cease to lease or rent the equipment;
- (2) **Bodily injury or property damage** arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) **Property damage** to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

☒ **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

SECTION II - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written agreement to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the **premises** leased to the **Covered Party** by such person(s) or organization(s).

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) **Bodily injury** or **property damage** occurring after the **Covered Party** ceases to be a tenant in that **premises**;
- (2) **Bodily injury** or **property damage** arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) **Property damage** to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the **Covered Party's** or the **Additional Covered Party's** sovereign immunity nor shall any provision of this agreement increase the liability of the **Covered Party** or the **Additional Covered Party**, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.



**PUBLIC ENTITY
ADDITIONAL INSURED – DISTRICT MANAGEMENT COMPANY**

NAMED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM (FIA 500)** and the **GENERAL LIABILITY COVERAGE FORM (FIA 300)**.

ALL TERMS, LIMITATIONS, EXCLUSIONS AND OTHER CONDITIONS CONTAINED IN SAID COVERAGE FORM(S) REMAIN APPLICABLE TO THIS ENDORSEMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

ADDITIONAL INSURED – MANAGEMENT COMPANY APPOINTED BY DISTRICT

SECTION II- WHO IS AN INSURED/SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to include solely that specific person, company, corporation or other organization, including any employee(s) or agent(s) thereof (hereinafter called Additional Insured), which the insured duly employs to serve as its designated district manager, through official action of its governing board, as authorized by Section 190.007(1) Florida Statutes, but only with respect to liability arising, solely and exclusively, out of the performance of those duties which have been authorized by the insured and solely involve the performance of **Your Work**. The term Additional Insured shall not include any other person or entity hired, contracted, or tasked to perform work or provide services to or on behalf of the insured, regardless of the nature of said work or services.

The coverage afforded to the additional insured does not apply to:

- A. **Bodily Injury or Property Damage** occurring after the insured ceases to be authorized to serve in the capacity as manager or administrator of the insured's operations or facilities;
- B. **Bodily Injury or Property Damage** arising solely out of any negligence of the additional insureds, its agents or employees;
- C. **Bodily Injury or Property Damage** intended or expected by additional insured;
- D. Liability assumed by the additional insured under any contract or agreement;
- E. **Property Damage** to:
 - 1. Property owned, used, occupied by, or rented exclusively to the additional insured;
 - 2. Property exclusively in the care, custody or control of the additional insured or its employees or agents, unrelated to the performance of **your work**.

LIMITS OF COVERAGE FOR ADDITIONAL INSURED

The limits of coverage available under this endorsement to any additional insured shall not exceed the sum of \$200,000.00 per claimant or \$300,000.00 per occurrence and in the aggregate. Defense costs are outside the limit provided.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the Insured's or the Additional Insured's sovereign immunity nor shall any provision of this

agreement increase the liability of the Insured or the Additional Insured, or the sums for which the Insured may be liable, beyond the limits provided in §768.28, *Florida Statutes*.



**PUBLIC ENTITY
PERFLUOROALKYL AND
POLYFLUOROALKYL SUBSTANCES (PFAS)
CHEMICALS EXCLUSION ENDORSEMENT**

NAMED INSURED: Wind Meadows South Community Development District
POLICY NO: 100125832

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies coverage provided under the following:
**CRIME COVERAGE FORM (FIA 200), GENERAL LIABILITY COVERAGE FORM (FIA 300), PUBLIC OFFICIALS'
LIABILITY & EMPLOYMENT PRACTICES LIABILITY FORM (FIA 400), and the AUTOMOBILE LIABILITY
COVERAGE FORM (FIA 500),**

A. This coverage does not apply to:

- 1. Bodily Injury or Property Damage** which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contract with, exposure to, existence of, or presence of, any **PFAS** group of manufactured chemicals.
- 2.** Any loss, cost, or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of any **PFAS** by any **Covered Party** or any other person or organization.

B. As used in this endorsement:

PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCE (**PFAS**) means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE); d. Fluorotelomer-based substances; or
 - d. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph B.1.

All other terms and conditions of the policy shall remain unchanged.



**PUBLIC ENTITY
DEADLY WEAPON PROTECTION DECLARATIONS**

NAMED INSURED: Wind Meadows South Community Development District
 POLICY NO: 100125832
 POLICY PERIOD: October 1, 2025 - October 1, 2026

SCHEDULE OF COVERAGES AND LIMITS OF LIABILITY

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Third Party Liability		None
	Property Damage		None
<u>Coverage</u>			
☒	Third Party Liability	\$1,000,000	Per Occurrence
	Crisis Management Services	\$250,000	Per Occurrence
	Funeral Expenses	\$250,000/\$15,000	Per Occurrence/Person
	Counselling	\$250,000/\$15,000	Per Occurrence/Person
	Medical Expenses	\$25,000	Per Person
	Accidental Death and Dismemberment	\$50,000	Per Person
	Loss of Tuition Fees	\$250,000	Per Occurrence
☒	Property Damage	\$1,000,000	Per Occurrence
	Business Income	Included	
	Demolition, Clearance and Memorialization	\$250,000	Per Occurrence

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Policy Forms List – FIA 003

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

If a **Deadly Weapon Event** or **Circumstance** occurs, or is believed to have occurred, immediately contact the **Event Responder** via FIA's 24-hour/7-day Telephone Number: **860-677-3790** operated by the **Event Responder**, CrisisRisk Strategies, LLC.



**PUBLIC ENTITY
DEADLY WEAPON PROTECTION COVERAGE FORM (Claims Made)
TABLE OF CONTENTS**

SECTION I – LIABILITY TO INSURED PERSON(S).....	2
SECTION II – PROPERTY DAMAGE.....	5
SECTION III – MEDICAL EXPENSES	8
SECTION IV – ACCIDENTAL DEATH & DISMEMBERMENT	10
SECTION V – CRISIS MANAGEMENT SERVICES	13
SECTION VI – CIRCUMSTANCE	15
SECTION VII – COUNSELLING SERVICES	15
SECTION VIII – FUNERAL EXPENSES	16
SECTION IX – GENERAL POLICY DEFINITIONS	17
SECTION X – GENERAL POLICY EXCLUSIONS.....	19
SECTION XI – GENERAL POLICY CONDITIONS	20
SECTION XII – GENERAL POLICY CLAIMS CONDITIONS	24



**PUBLIC ENTITY
DEADLY WEAPON PROTECTION COVERAGE FORM (Claims Made)**

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations which is a **Public Entity**. The words "we", "us" and "our" refer to Florida Insurance Alliance which is the Insurer providing this coverage.

Other words and phrases that appear in **bold-faced type** have special meaning. Refer to **SECTION IX – GENERAL POLICY DEFINITIONS**.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this Coverage Form, we and you agree as follows:

SECTION I – LIABILITY TO INSURED PERSON(S)

A. Coverage:

1. We will pay on your behalf for any **damages** and **claims expenses** that you shall become legally liable to pay, by reason of the liability imposed upon you by law, because of any **claim** or **claims** for **bodily injury** to an **insured person** caused by a **deadly weapon event** occurring at the **location(s)** that occurs on or after the **retroactive date** shown in the **declarations**, are first made against you during the **period of insurance**, and are reported to us in writing no later than ninety (90) days after the expiration of insurance.
2. **NOTICE:** THE INSURANCE UNDER THIS SECTION IS PROVIDED ON A **CLAIMS MADE AND REPORTED BASIS**. THE COVERAGE PROVIDED BY THIS SECTION IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM A **DEADLY WEAPON EVENT** THAT OCCURS AFTER THE **RETROACTIVE DATE** STATED IN THE **DECLARATIONS** AND WHICH ARE FIRST MADE AGAINST YOU AND REPORTED TO US WITHIN THE **PERIOD OF INSURANCE** AND IN NO EVENT LONGER THAN NINETY (90) DAYS AFTER THE EXPIRY IN ACCORDANCE WITH THE TERMS OF THIS POLICY.

B. Conditions (applicable to this Section):

1. Defense and Settlement of Claims

- a. We shall have the right and duty to defend, subject to all the provisions, terms and conditions of this Section and of Policy to which it forms a part:
 - (1) any **claim** against you seeking **damages** which are payable under the terms of this Section, even if any of the allegations of the **claim** are groundless, false or fraudulent; or
 - (2) any **claim** in the form of a regulatory proceeding.

Defense counsel shall be chosen and appointed solely at our own discretion.

- b. With respect to any **claim** against you seeking **damages** which are payable under the terms of this Section, we will pay **claims expenses** incurred with our prior written consent. The limit of liability available to pay **damages** shall be reduced and may be completely exhausted by payment of **claims expenses**. **Damages** and **claims expenses** shall be applied against each **deductible** payable by you.

You agree to be bound by the recommendations of the **event responder** which may result in you incurring **claims expenses** that fall within the **deductible** amount stated in the **declarations**. However, you will not be responsible for any **event responder fees** incurred as a result of any **deadly weapon event** insured by this Policy.

- c. If you refuse to consent to any settlement or compromise recommended by us and acceptable to the claimant and you elect to contest the **claim**, our liability for any **damages**, penalties and **claims expenses** shall not exceed the amount for which the **claim** could have been settled less the remaining **deductible** plus the **claims expenses** incurred up to the time of such refusal or the applicable limit of liability, whichever is less; and we shall have the right to withdraw from further defense of the **claim** by tendering control of said defense to you. The portion of any proposed settlement or compromise that requires you to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity, or is attributable to future royalties or other amounts that are not **damages**, shall not be considered in determining the amount for which a **claim** could have been settled.

2. Due Diligence

- a. You, or any of your agents, sub or co-contractors, must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish further injury or damage and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

C. Exclusions (applicable to this Section):

1. This Section does not cover **damages, claims expenses** or any other cost or expense with respect to any **claim** directly or indirectly arising from, caused by or due to:
 - a. Injury or death to any of your **employees**, or to employees of any third party with whom you have contracted for services including but not limited to temporary or borrowed employees, medical staff, administrative staff, law enforcement officers, security guards, concierges, valet staff, receptionists and door staff; Or any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law.
 - b. Loss, injury or damage arising out of employment related claims, of any type, including but not limited to employee claims of wrongful termination of employment, discrimination, harassment, false arrest, slander, invasion of privacy, assault or battery, mental injury or mental anguish or humiliation when asserted in connection with an employment related claim.
 - c. Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by your **directors or officers**, individually or collectively, in the discharge of their duties solely in their capacity as **directors or officers**.

- d. **Euthanasia, mercy killing(s), and suicide.**
- e. Any **claim** or **claims** made by, or on behalf of, any **assailant**.
- f. Loss, injury or damage arising out of any mental injury or mental anguish related claim where no actual **bodily injury** has occurred to the claimant.
- g. Any affiliate, subsidiary or **joint venture** insured under this insurance making a **claim** or **claims** against any other affiliate, subsidiary or **joint venture** insured under this insurance.
- h. Loss, injury or damage arising from goods or products which you have designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed.
- i. Any liability arising out of **property damage**.
- j. Fines, penalties, punitive damages, exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory **damages**.
- k. Any **deadly weapon event** that occurs at a **location(s)** which has been specifically leased or loaned by you to any other entity or individual to host a permitted event planned and ticketed for more than 500 attendees over the duration of the event, except with our prior written agreement. Upon notification of any such permitted event, we may, at our discretion, charge an additional premium and/or impose additional conditions specifically for that event.

D. Definitions (applicable to this Section):

1. **Claim(s)** means a written demand received by you from an **insured person(s)** for **damages** covered by this Section.
2. **Claims expenses** means all reasonable and necessary fees, costs and expenses incurred with our written consent resulting from the investigation, adjustment, appraisal, defense or appeal of a **claim**, suit or proceeding relating to a **claim** regardless of ultimate determination of liability. **Claims expenses** do not include the salaries, expenses, overheads or other charges you incur for any time spent in cooperating in the defense, settlement and investigation of any **claim**.
3. **Claims made and reported basis** means that, subject to the terms and conditions of this Section and of the Policy to which it forms a part, the coverage provided by this Section only covers **claims** first made against or a circumstance which could reasonably be expected to give rise to a **claim** during the **period of insurance** and reported to us in writing as soon as reasonably possible and in no event longer than ninety (90) days after the expiration of this insurance.
4. **Damages** mean a monetary judgment, monetary award or monetary settlement made by a competent court with **Underwriters** written approval. Except, however, that **Damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
5. **Directors or officers** mean any of your partner(s), executive officer(s), administrator(s), member(s) which are a not-for-profit corporation, stockholder or member of your board of directors, trustees or governors.
6. **Euthanasia**. Voluntary **euthanasia** is **euthanasia** conducted with the consent of the person and non-voluntary **euthanasia** is **euthanasia** conducted where the consent of the person is unavailable.
7. **Mercy killing(s)** means the deliberate act of ending the life of a person or persons who are suffering from an incurable illness or disease. This definition is in respect to passive **mercy**

killing(s) where a person(s) undertaking the act of killing the incurably ill person(s) is acting at the explicit request of the person(s) who wishes to die.

8. **Property damage** means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.
9. **Retroactive date** means the date on or after which any **claim** from a **deadly weapon event** can be reported in order for coverage under this Section to be triggered.
10. **Suicide** means the act of intentionally killing or attempting to kill oneself.

E. Limit of Insurance:

1. We shall not be liable under this Section for more than the amount stated in the **declarations** in respect of each and every **loss occurrence** of a **deadly weapon event**. The limit of insurance for this Section is inclusive of any **claims expenses**, and is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

F. Deductible:

1. The insurance under this Section does not cover the **deductible** amount as shown in the **declarations** in respect of each and every **loss occurrence** of a **deadly weapon event**.

SECTION II – PROPERTY DAMAGE

A. Coverage:

1. This Section indemnifies you against physical loss or physical damage to **insured property** caused by a **deadly weapon event**. In the event that fire or sprinkler leakage ensues from a **deadly weapon event**, then this Section will also include physical loss or physical damage to **insured property** directly caused by that ensuing fire or sprinkler leakage.
2. In the event of a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**, and in conjunction with the recommendations of the **event responder**, we shall be liable for:
 - a. The cost to repair, replace or reinstate (whichever the least), with new materials of like kind and quality, any physical loss or physical damage to the **insured property**, caused by such **deadly weapon event**. Until replacement has been effected the amount of liability under this Section shall be limited to the **actual cash value** at the time of such **deadly weapon event**.
 - b. The costs you have incurred to put up temporary plates or board up openings if repair or replacement of damaged **glass** is delayed;
 - c. The costs you have incurred in the removal from the **location(s)** of debris of the **property insured** damaged as a result of a **deadly weapon event**, and in the clean-up of the **location(s)**, including biological cleaning and sanitizing, in consequence of a **deadly weapon event**;
 - d. The costs you have incurred in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads,

and in having any fire or intruder alarms, or closed circuit television equipment re-set, made necessary as a result of a **deadly weapon event**;

- e. The costs you have incurred in replacing locks to external doors if security at the **location(s)** is compromised in consequence of a **deadly weapon event**.

There shall be no abandonment to us of any property.

B. Conditions (applicable to this Section):

1. Proof of Loss

- a. Written proof of loss must be furnished to us as soon as is reasonably practicable after the date of the physical loss or physical damage to **insured property**. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

C. Excluded Property:

- 1. This Section does not insure physical loss or physical damage to:
 - a. Land or land values;
 - b. Aircraft, watercraft or any vehicle that is licensed for highway use;
 - c. Animals;
 - d. Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of **insured property**), jewelry, furs, **fine arts and antiques**;
 - e. **Electronic data**;
 - f. Any property in transit not at the **location(s)**.

D. Other Exclusions (applicable to this Section):

- 1. This Section does not cover any loss, damage, cost, claim or expense arising from, caused by, or in connection with:
 - a. The enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **location(s)**;
 - b. Normal wear and tear, gradual deterioration, vermin or insects;
 - c. Mysterious disappearance or unexplained loss.

E. Definitions (applicable to this Section):

- 1. **Actual cash value** means the cost to repair, replace or reinstate the **insured property** with proper deduction to reflect any depreciation, deterioration and obsolescence of the **insured property**.
- 2. **Electronic data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs and software and other

coded instructions for the processing and manipulation of **electronic data** or the direction and manipulation of electronic data processing equipment.

3. **Fine arts and antiques** mean any articles of recognised artistic or collectible nature of whatsoever description including, but not limited to, tapestries, rugs, furniture, paintings, photographs, etchings, manuscripts, sculptures, statuary, porcelains, rare or art glass, objets d'art, contemporary art, clocks, articles of historical value or forming part of a collection.
4. **Glass** means plain plate glass, plain sheet glass, laminated glass, and polycarbonate sheeting fixed into, or forming part of, any window, door, transom, fanlight, skylight, roof light, greenhouse or conservatory.
5. **Insured property** means:
 - a. Buildings, structures or detached outbuildings situated at the **location(s)**, including:
 - (1) Completed additions;
 - (2) Permanently installed machinery, equipment, and heating boilers;
 - (3) Permanently installed appliances used for refrigeration, ventilation, cooking, dishwashing or laundering;
 - (4) Floor coverings;
 - (5) **Glass**, wall mirrors, and **sanitary ware**.
 - b. Business personal property owned by the you, which is of a type not excluded, whilst situated at the **location(s)**, including:
 - (1) Furniture and fixtures;
 - (2) Machinery and equipment not included in 5.1.B. above, electronic data processing equipment and computers; electronic data processing media;
 - (3) Appliances used for refrigeration, ventilation, cooking, dishwashing or laundering not included in 5.1.C. above;
 - (4) **Stock** and tools of the trade.
 - c. Personal property of others which is in your care, custody and control and personal property of others which you are responsible to insure, which is of a type not excluded, whilst situated at the **location(s)**.
 - d. At your option, personal property of any **eligible person**, which is of a type not excluded, whilst situated at the **location(s)**.
6. **Sanitary ware** means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.
7. **Stock** means merchandise held at the **location(s)** for storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

F. Limit of Insurance:

1. We shall not be liable under this Section for more than the amount stated in the **declarations** in respect of each and every **loss occurrence** of a **deadly weapon event**. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

G. Deductible:

1. Each **loss occurrence** of insured physical loss or physical damage caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount stated in the **declarations** shall be deducted.

SECTION III – MEDICAL EXPENSES

A. Coverage:

1. We will reimburse you for payments made by you to an **eligible person**, regardless of fault, in respect of **medical expenses** necessarily incurred solely and directly by the **eligible person** as a result of identifiable physical injury due to an **accident** directly caused by a **deadly weapon event** occurring at any of the **location(s)**.

B. Conditions (applicable to this Section):

1. Notice of Claim

- a. Written notice of claim must be given to us within thirty (30) days after the occurrence of the **eligible person's** physical injury due to a **covered accident**, or as soon as is reasonably possible thereafter. Notice given by or on behalf of the claimant to us at the following address:
- b. *Beazley Furlonge Limited, Claims Department, Plantation Place South, 60 Great Tower Street, London, EC3R 5AD, Or Email: DWPclaims@Beazley.com,*
- c. with information sufficient to identify you and the **eligible person** is deemed notice to us. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

2. Physical Examination

- a. We have the right and opportunity, at our own expense, to examine the **eligible person** when and as often as we may reasonably require, where it is not prohibited by law.

3. Proof of Loss

- a. Written proof of loss must be furnished to us within ninety (90) days after the date of the **eligible person's** physical injury due to a **covered accident**. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

C. Exclusions (applicable to this Section):

1. This Section will not reimburse **medical expenses** for any loss which is caused by or results from:

- a. **bodily injury** to the **assailant** of the **deadly weapon event**;
- b. intentionally self-inflicted injury or suicide, or any attempt thereat, whether sane or insane;
- c. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound. This exclusion does not apply to a **covered accident** caused by a substance when used in conjunction with a **deadly weapon event**.

D. Definitions (applicable to this Section):

1. **Accident** (or **accidental**) means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the **eligible person** is covered under this insurance.
2. **Covered accident** means an **accident** directly caused by a **deadly weapon event** which results in an identifiable physical injury to an **eligible person**.
3. **Medical Expenses** mean the reasonable cost of medical, surgical, diagnostic or remedial treatment, specialist's fees, hospital, nursing home, nursing attendance charges, costs of physiotherapy, massage and manipulative treatment, surgical and medical requisites, and any emergency transportation to hospital. However, **medical expenses** will not include expenses:
 - a. for services or treatment rendered by any person who is:
 - (1) employed or retained by you;
 - (2) living in the **eligible person's** household;
 - (3) an **immediate family member** of either the **eligible person** or the **eligible persons' spouse**;
 - (4) the **eligible person** himself/herself.
 - b. for rest cures, sanatorial or custodial care or period of quarantine or isolation;
 - c. for cosmetic or plastic surgery unless necessitated by an identifiable physical injury caused by a **covered accident**;
 - d. for dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of an identifiable physical injury caused by a **covered accident**;
 - e. for general health examinations and examinations for check-up purposes not incidental to, or relating to, an identifiable physical injury caused by a **covered accident**;
 - f. for any disability or condition, whether or not aggravated by a **covered accident**, which originated prior to the effective date of this Insurance or of the **eligible person(s)'** inclusion hereunder until a period of one hundred and eighty (180) consecutive days has elapsed during which the **eligible person** has neither received nor required any treatment for the said disability or condition;

- g. incurred more than twelve (12) months after the **eligible person** sustained an identifiable physical injury caused by a **covered accident**;
- h. which are more specifically insured under any other Section of this Policy.

E. Limit of Insurance:

- 1. We shall not be liable under this Section for more than \$25,000 for each **eligible person** in respect of each and every **loss occurrence** of a **deadly weapon event** and not for more in the **aggregate** during the **period of insurance** than the amount shown in the **declarations**. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

F. Deductible:

- 1. All **medical expenses** incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted.

SECTION IV – ACCIDENTAL DEATH & DISMEMBERMENT

A. Coverage:

- 1. We will pay up to the Limit of Insurance described below for **covered loss** or **covered injury** to **eligible person** resulting from an **accident** directly caused by a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**.

B. Conditions (applicable to this Section):

1. Claim Forms

- a. We will send claim forms to the **eligible person** (“claimant”) upon receipt of a written claim from them. If such claim forms are not sent within thirty (30) days after we received such notice the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time period stipulated in Condition 5 ‘Proof of Loss’ for proof of loss, written proof covering the occurrence, the character and the extent of loss for which claim is made. The notice should include the **eligible person’s** name, your name, and your Policy number (if known). Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

2. Notice of Claim

- a. Written notice of claim must be given to us within thirty (30) days after the occurrence or commencement of the **eligible person’s covered loss**, or as soon as is reasonably possible thereafter. Notice given by or on behalf of the claimant to us at the following address:
- b. *Beazley Furlonge Limited, Claims Department, Plantation Place South, 60 Great Tower Street, London, EC3R 5AD, Or Email: DWPclaims@Beazley.com,*
- c. with information sufficient to identify you and the **eligible person** is deemed notice to us. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

3. Payment of Claims

- a. All payments will be paid to you in reimbursement of payments made by you directly to the **eligible person** (or to the **eligible person's** representative, heirs, or assigns) in accordance with the terms and conditions of this Section.
- b. Any payment we make in good faith fully discharges our liability to the extent of the payment made.

4. Physical Examination and Autopsy

- a. We have the right and opportunity, at our own expense, to examine the **eligible person** when and as often as we may reasonably require while a claim is pending and to make an autopsy in the case of death, where it is not prohibited by law.

5. Proof of Loss

- a. Written proof of loss must be furnished to us within ninety (90) days after the date of the **covered loss**. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

C. Exclusions (applicable to this Section):

1. This Section does not cover any loss directly or indirectly arising from, caused by or due to:
 - a. **bodily injury** to the **assailant** of the **deadly weapon event**;
 - b. intentionally self-inflicted injury or suicide, or any attempt thereat, whether sane or insane;
 - c. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound. This exclusion does not apply to a **covered accident** caused by a substance when used in conjunction with a **deadly weapon event**.

D. Definitions (applicable to this Section):

1. **Accident** (or **accidental**) means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the **eligible person** is covered under this insurance.
2. **Brain death** means irreversible unconsciousness, resulting directly and independently of all other causes from and within twelve (12) months of a **covered loss**, manifested by both total loss of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.
3. **Coma** means a profound state of unconsciousness from which the **eligible person** is not likely to be aroused through powerful stimulation. The **coma** must begin within 30 days of the **covered loss**, continue for one hundred and eighty (180) consecutive days and must be diagnosed and treated regularly by a **physician**. **Coma** does not mean any state of unconsciousness intentionally induced during the course of treatment of a **covered injury** unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that **covered loss**.

4. **Covered accident** means an **accident** directly caused by a **deadly weapon event** which results in a **covered loss**.
5. **Covered injury** means **accidental bodily injury**:
 - a. which is sustained by an **eligible person** as a direct result of an unintended, unanticipated **accident** that occurs while the **eligible person's** coverage under this insurance is in force, and
 - b. which results directly and independently from all other causes from a **covered accident** (independent of disease, bodily infirmity or any other cause) which causes a **covered loss**. The **covered injury** must be caused through **accidental** means. All injuries sustained by an **eligible person** in any one **accident**, including related conditions and recurrent symptoms of these injuries, are considered a single injury.
6. **Covered loss** means one or more of the following, resulting from a **covered accident** or **covered injury**, and for which coverage is provided under this Section:
 - a. **Loss of life.**
 - b. **Loss of hand or foot.**
 - c. **Loss of use of hand or foot.**
 - d. **Loss of sight.**
 - e. **Loss of speech.**
 - f. **Loss of hearing (in both ears).**
 - g. **Loss of thumb and index finger or loss of four fingers.**
 - h. **Loss of toes.**
 - i. **Quadriplegia.**
 - j. **Paraplegia.**
 - k. **Hemiplegia.**
 - l. **Uniplegia (or monoplegia).**
 - m. **Coma.**
 - n. **Brain death.**
7. **Hemiplegia** means the complete and irreversible **paralysis** of the upper and lower limbs of the same side of the body.
8. **Immediate family member** means a person who is related to the **eligible person** in any of the following ways: **Spouse**, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-

law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

9. **Loss of hand or foot** means a complete **severance** through or above the wrist or ankle joint.
10. **Loss of hearing (in both ears)** means the total and permanent inability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.
11. **Loss of sight** means the total and permanent inability to see which is irrecoverable by natural, surgical or artificial means.
12. **Loss of speech** means the total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.
13. **Loss of thumb and index finger** or **loss of four fingers** means the complete **severance** through or above the metacarpophalangeal joints.
14. **Loss of toes** means the complete **severance** through the metatarsophalangeal joints.
15. **Loss of use of hand or foot** means total loss of all ability to move the hand or foot within twelve (12) months of a **covered loss**, that continues for twelve (12) months and is expected to continue for the remainder of the **eligible person(s)**' lifetime.
16. **Paralysis** means **quadriplegia**, **paraplegia**, **hemiplegia** or **uniplegia** that is expected to last for a continuous period of twelve (12) months or more from the earlier of the date of the **accident** causing **paralysis** or the date of the diagnosis.
17. **Physician** means a United States-licensed health care provider practicing in the United States of America within the scope of his license and rendering care and treatment to the **eligible person's** that is appropriate for the condition and locality, and who is not:
 - a. the **eligible person**;
 - b. an **immediate family member** of either the **eligible person** or the **eligible person's spouse**;
 - c. a person living in the **eligible person's** household;
 - d. a person employed or retained by you; or
 - e. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.
18. **Paraplegia** means the complete and irreversible **paralysis** of both lower limbs or of both upper limbs.
19. **Quadriplegia** means the complete and irreversible **paralysis** of both upper and lower limbs.
20. **Severance** means complete separation and dismemberment of the part of the body.
21. **Uniplegia (or monoplegia)** means the complete and irreversible **paralysis** of one limb.

E. Limit of Insurance:

1. We shall not be liable under this Section for more than the following amounts in respect of **covered loss** or **covered injury**:
2. Each **Eligible Person** Maximum Limit: \$50,000;

- a. (applies to all coverage provided by this Section to any one **eligible person** for any **covered loss** or **covered injury** sustained in any one **covered accident**)
3. **Aggregate Maximum Limit:** \$1,000,000 the amount as shown in the **declarations**;
 - a. (applies to all coverage provided by this Section during the **period of insurance**).
 - b. No more than the **Aggregate Maximum Limit** specified above will be paid for all **covered loss(es), covered injury(ies)** and **covered accident(s)** for all **eligible person(s)**. If the **Aggregate Maximum Limit** is not sufficient to allow all **eligible person(s)** to be paid the amounts this Section otherwise provides, the amount paid to each **eligible person** will be reduced in the proportion that the respective **eligible person's** coverage bears to the total of all coverage that would otherwise be payable.
4. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

F. Deductible:

1. There is no **deductible** applicable to **covered loss** or **covered injury** under this Section.

SECTION V – CRISIS MANAGEMENT SERVICES

A. Coverage:

1. We will pay on your behalf for the reasonable and necessary expense, in connection with a **deadly weapon event**, incurred in the provision of **crisis management services** to you directly after such **deadly weapon event**.
2. The **crisis management services** will be available to you **for** up to a maximum of ninety (90) days immediately after a **deadly weapon event**, and on the first anniversary date of the **deadly weapon event** if so required.
3. The services available to you under this Section are emergency travel and accommodation for **eligible person(s)** and their **immediate family member(s)**; child care for the **immediate family member(s)** of **eligible person(s)**; brand rehabilitation; public relations; media management; legal; crisis counselling to you; site security; remediation; recovery; and restoration. At our sole and entire discretion, we will consider other expense costs not listed above which are directly incurred by you up to a maximum amount of \$250,000 each and every **loss occurrence** of a **deadly weapon event** and \$1,000,000 in the Policy **aggregate**.
4. The **event responder** as stated within the **declarations** is the sole provider of Prevention Services and Crisis Response to you under this Policy, and the sole coordinator of any other services provided under this Section.

B. Definition (applicable to this Section):

1. **Crisis management services** mean the following services:
 - a. **Retention of Services**
 - (1) You will have access to the **event responder** in the event of a **deadly weapon event**. To access this support on a 24-hour/7-day basis, you will call Beazley's dedicated

Telephone Number shown on the face page of this Policy. The **event responder** will determine the reasonable and appropriate response and will advise you accordingly.

b. Crisis Response

- (1) The **event responder** will deploy United States-based resources to support you in the event of a **deadly weapon** event. These **crisis management services** fall into the following three categories:

(a) Investigation

- (i) The **event responder** will (if required) conduct an independent investigation into the **deadly weapon event** determining the facts of the **deadly weapon event**, informing crisis response plans and identifying any potential third party liability exposures as soon as possible.

(b) Crisis Management Support

- (i) The **event responder** will provide advice and support to you on the management of the situation and the applicable crisis communication strategies post the **deadly weapon event**. The **event responder** will coordinate professional services including legal, counselling, victim support and others as needed.

(c) Temporary Security Measures

- (i) The **event responder** will, at its discretion, arrange for armed or unarmed agents to provide temporary security enhancements as required by the response strategies.

C. Limit of Insurance:

1. Except as expressly stipulated in Coverage of this Section, there is no limit of insurance applicable to expense incurred in the provision of **crisis management services** to you under this Section.
2. Any such expense covered under this Section is included within and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**; except, however, with respect to **event responder fees** which will be in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

D. Deductible:

1. All **crisis management services** expense incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted. However, there is no deductible applicable to **event responder fees** incurred under this Section.

SECTION VI – CIRCUMSTANCE

A. Coverage:

1. We will pay on your behalf for **event responder fees** associated with the provision of Prevention Services and Crisis Response by the **event responder** following any specific **circumstance**.
2. The **event responder** as stated within the **declarations** is the sole provider of Prevention Services and Crisis Response to you under this Policy.

B. Definition (applicable to this Section):

1. **Circumstance** means a situation, action, event, behaviour, or information received, which indicates that a **deadly weapon event** is reasonably likely to occur.

C. Limit of Insurance:

1. **There is** no limit of insurance applicable to **event responder fees** incurred under this Section. **Event responder fees** incurred under this Section will be in addition to the Policy Limit of Liability and Policy **Aggregate** Limit stated in the **declarations**.

D. Deductible:

1. There is no **deductible** applicable to **event responder fees** incurred under this Section.

SECTION VII – COUNSELLING SERVICES

A. Coverage:

1. We will pay on your behalf for reasonable and necessary expense incurred by you in the provision of **counselling services** to any **eligible person** and their **immediate family member(s)** in connection with a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**.
2. The **event responder** is the sole coordinator of such **counselling services** under this Section and will arrange the respective **counselling services** in conjunction with you.
3. **Important Notice:**
 - a. *The insurance provided by this Section will not, however, apply to the extent that the provision of such coverage is prohibited by any law or statute of any applicable jurisdiction.*

B. Definition (applicable to this Section):

1. **Counselling services** means the utilisation of psychiatrists, social workers and counsellors following a **deadly weapon event**.

C. Limit of Insurance:

1. We shall not be liable under this Section for more than \$250,000 in respect of each and every **loss occurrence** of a **deadly weapon event** and \$1,000,000 in the **aggregate**. Such expense is additionally sub-limited to an amount of \$15,000 for each **eligible person** and each of their **immediate family member(s)**. The limit of insurance for this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit shown in the **declarations**.

D. Deductible:

1. All **counselling services** expense incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted.

SECTION VIII – FUNERAL EXPENSES

A. Coverage:

1. We will pay on your behalf for reasonable and necessary **funeral expenses** incurred by you in connection with a **deadly weapon event** that occurs during the **period of insurance** at any of the **location(s)**.
2. The **event responder** is the sole coordinator of such professional services under this Section and will arrange the respective funeral provisions in conjunction with you.

B. Definition (applicable to this Section):

1. **Funeral expenses** means the professional services that are provided and charged via a fixed fee in order to cover the full arrangement of a funeral(s) for any **eligible person**. This includes:
 - a. Personal supervision of all the arrangements preceding, during and following the service, liaison with third parties, such as clergy, crematorium, cemetery and florists, use of the funeral home facilities, such as chapels and private rooms, preparing and attending to all essential documentation and provision of all necessary funeral staff to provide a dignified and personal service.
 - b. Supplementary charges, which include bringing the deceased into the undertakers care, presentation of the deceased, provision of a hearse and repatriation of mortal remains.
 - c. The cost of the coffin or casket.
 - d. Additional charges such as limousines, additional mileage and cremation casket.
 - e. Disbursements and other out-of-pocket expenses which are reasonably and necessarily incurred by you, or on your behalf, in connection with any of the foregoing.

C. Limit of Insurance:

1. We shall not be liable under this Section for more than \$250,000 in respect of each and every **loss occurrence** of a **deadly weapon event** and \$1,000,000 in the **aggregate**. Such expense is additionally sub-limited to an amount of \$15,000 for each deceased **eligible person**. The limit of insurance of this Section is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** Limit shown in the **declarations**.

D. Deductible:

1. All **funeral expenses** incurred in connection with each **loss occurrence** caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each adjusted **loss occurrence** the amount shown in the **declarations** shall be deducted.

SECTION IX – GENERAL POLICY DEFINITIONS

- A. Aggregate** means the total amount of indemnity for any and all loss, damage, liability, cost and expense incurred by you, or incurred on your behalf, during the **period of insurance**, under all Sections of this Policy regardless of the number of **deadly weapon event(s)** which may occur during that period. The **aggregate** amount will be inclusive of any inner limits of liability stated in the Policy and will be eroded by any claim or loss paid by us.

- B. Assailant** means an individual, or group of individuals, actively engaged in (or assisting in) killing or causing serious **bodily injury**, or attempting to kill or cause serious **bodily injury**, to a person or persons using a **weapon**.
- C. Bodily injury** means death, physical injury, sickness, disease or disability.
- D. Business services** mean the rendering of services as performed by you at the **location(s)**.
- E. Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
- F. Consequential loss** means any uninsured event or cause of loss occurring before, concurrently, or after the happening of an insured event or cause of loss, which directly or indirectly causes, contributes to, or increases a **loss occurrence** under this Policy, but only with respect to that portion of any such **loss occurrence** caused by, contributed to or increased by the uninsured event or cause of loss.
- G. Deadly weapon event** means any event involving an **assailant** where a **weapon** has been used or brandished on any of your **location(s)**. However, for the purpose of this insurance, the lawful actions of your **employees**, or of a member of the security services or police department when engaged in the line of duty, in the prevention of (or attempt to prevent) a **deadly weapon event** shall not of itself be considered to be a **deadly weapon event** within this meaning.
- H. Declarations** mean the attachment to this Policy which sets out your details and the coverage provided by this Policy. This insurance is not effective unless **declarations** have been issued and the Policy period and premium clause has been complied with.
- I. Deductible** means the dollar amount as stated in the **declarations** which you are responsible to pay in the event of any loss insured by this Policy, and the stated amount will be deducted from the total amount recoverable under this policy. Valid **damages** and **claims expenses** associated with a **claim** under Section A 'Liability to Insured Person(s)' will both contribute towards the stated amount of the **deductible**.
- J. Domestic partner** means a person of the same or opposite sex who:
1. Is at least eighteen (18) years old and legally capable to enter into a contract;
 2. Is not related by blood to the **eligible person** or **insured person** more closely than is permissible for marriage in the state of residence;
 3. Is not married or legally separated;
 4. Occupies the same residence as the **eligible person** or **insured person**;
 5. Has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature;
 6. Has entered into a domestic partnership agreement with the **eligible person** or **insured person**;
 7. Has not been party to an action or proceeding for divorce or annulment within the last six (6) months, or has been a part to such an action or proceeding and at least six (6) months have lapsed since the date of the judgement terminating the marriage.

K. **Eligible person** means:

1. Any **insured person**
2. Any of your **employees**:

However, **eligible person** does not include:

1. Any person for cover under **SECTION III – MEDICAL EXPENSES** and **SECTION IV – ACCIDENTAL DEATH AND DISMEMBERMENT**, whether or not your **employee**, if benefits for **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law,
2. The **assailant** of any **deadly weapon event**.

L. **Employee** means any individual employed by you who is performing his or her regular duties on a full-time or part-time basis at any of the **location(s)** and on one of your scheduled work days.

M. **Event responder** means a United States-based risk management entity (as shown in the **declarations**) of qualified professionals that operates in crisis management, safety and security, emergency preparedness, disaster management and public safety consulting services, and who will respond to a qualifying event in order to provide assistance, guidance, and resources to you. The **event responder** operates in accordance with plans and protocols developed by us.

N. **Event responder fees** means only the particular costs and expenses solely and directly incurred by the **event responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to us.

O. **Event responder fees** means only the particular costs and expenses solely and directly incurred by the **event responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to us.

P. **Immediate family member** means a person who is related to an **eligible person** or **insured person** in any of the following ways: **spouse**, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild). **Immediate family member** also includes a person who is a legal guardian of an **eligible person** or **insured person**.

Q. **Insured person** means a human third party individual, who is in or on the **location(s)**, except when specifically excluded under any Section of this Policy. **Insured person** does not include the **assailant** of any **deadly weapon event**.

R. **Joint venture** means a co-venture, joint lease, joint operating agreement or partnership in which you have a financial interest.

S. **Location(s)** means all of your locations which are owned, leased or part of a **joint venture** where **business services** are rendered and which have been listed and provided to us prior to binding coverage.

T. **Loss occurrence** means any loss, damage, liability, cost or expense incurred by you, or incurred on your behalf, which arises from, is consequent upon, or is attributable to the same, or substantially similar, cause of loss or originating source, regardless of the number of **location(s)** involved in the loss.

U. **Period of insurance** means the period of time between the inception date of this insurance and the expiration date (or effective date of termination or cancellation of this Policy, if applicable).

- V. **Pollutant or contaminant** includes, but is not limited to, any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- W. **Road vehicle** means a private or commercial land-based vehicle which is licensed for use on public roads, including automobiles, buses, trucks or motorcycles.
- X. **Spouse** means the **eligible person's** or **insured person's** lawful spouse. **Spouse** includes one who is widowed by, or divorced or legally separated from, the **eligible person** or **insured person**, and also includes a **domestic partner**.
- Y. **Weapon** means:
 - 1. Any portable or handheld device, instrument or substance which is used by the **assailant** in a manner to deliberately cause death or **bodily injury**; and/or
 - 2. Any **road vehicle** that is occupied and used by the **assailant** in a manner to deliberately cause death or **bodily injury**.

SECTION X - GENERAL POLICY EXCLUSIONS

The General Policy Exclusions are applicable to your Policy including all of its Sections.

- A. This Policy does not cover any loss, liability, injury, damage, cost, claim or expense arising from, caused by, or in connection with:
 - 1. Any vehicle not defined as a **road vehicle**;
 - 2. Any weapon mounted (or designed to be mounted) on a vehicle;
 - 3. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;
 - 4. Any explosive devices unless used in conjunction with a **deadly weapon event**.
 - 5. Loss of market, loss of use, loss of income, or any **consequential loss**.
 - 6. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
 - 7. Criminal, dishonest, fraudulent or malicious conduct committed by you.
 - 8. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
 - 9. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - 10. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 11. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - 12. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 - 13. Any chemical, biological, bio-chemical, or electromagnetic weapon. This exclusion does not, however, apply to a substance when used in conjunction with a **deadly weapon event**.
 - 14. Your recklessness or deliberate misconduct.

15. Any **pollutant or contaminant** however such **pollutant or contaminant** may have been introduced or arisen. This exclusion does not, however, apply to a substance when used in conjunction with a **deadly weapon event**, or to any biological cleaning or sanitizing in consequence of a **deadly weapon event**, but in no event will this Policy insure against any liability, loss, cost or expense of, or in connection with, decontamination or removal from any water, soil, or air of any **pollutant or contaminant**.
16. Strikes, labor unrest, riots or civil commotion.
17. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power.
18. The transmission or alleged transmission of a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

In no event will this Policy insure against any liability, loss, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a **communicable disease**.

SECTION XI - GENERAL POLICY CONDITIONS

The General Policy Conditions which are applicable to your Policy including all of its Sections:

A. Use of Language

1. Unless otherwise agreed, the contractual terms and conditions and other information relating to this Policy will be in the English language.

B. Premium Payment Clause

1. You undertake that premium will be paid in full to your broker within forty-five (45) days of inception of this contract in order to meet our Premium Payment terms (or, in respect of instalment premiums, when due).
2. If the premium due under this Policy has not been so paid to the broker by the forty-fifth (45th) day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) the broker may not be able to meet our Premium Payment terms and therefore we shall have the right to cancel this contract by notifying the you via the broker in writing. In the event of cancellation, premium is due to us **on** a pro rata basis for the period that we are on risk but the full Policy premium shall be payable to us in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.
3. It is agreed that we shall give not less than thirty (30) days prior notice of cancellation to you via the broker. If premium due is paid in full to us before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.
4. If any provision of this Premium Payment Clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Clause which will remain in full force and effect.

C. Loss Occurrence

1. A **loss occurrence** shall comprise each and every loss or series of losses arising out of and directly occasioned by a single **deadly weapon event**. A **deadly weapon event** (or series of

deadly weapon events) which occurs at one or more of the **location(s)** within a period of twenty-four (24) consecutive hours which do have or appear to have a “related purpose” or are co-ordinated by one or more **assailant** will be deemed to be one single **deadly weapon event**. For the purpose of this Condition, a “related purpose” means one **deadly weapon event**, or a series of **deadly weapon events**, where the **assailant** attempts to cause **bodily injury** for the same intended reason and or for the same desired result.

D. New Locations

1. Subject to our prior agreement and to all of the terms and conditions of this Policy, this Policy includes loss as insured against by this Policy at any **location(s)** which are newly acquired or occupied by you and has been notified to us. Coverage for any **location** agreed by us in accordance with this Condition may be subject to payment by you of an additional premium to us, if required.

E. Assignment

1. This Policy may not be assigned in whole or in part without our prior written consent.

F. Inspection

1. We have the right, at our expense, to inspect any of the **location(s)** at any reasonable time. By any such inspection we assume no responsibility for the safety or security of the **location(s)**.

G. Change in Circumstances

1. You must notify us immediately of any change in circumstances during the **period of insurance** which will materially affect this insurance. This includes, but is not limited to, any significant change in operating conditions, the management and the ownership or control of your business. We may then vary the terms and conditions of this insurance. If you are in any doubt as to whether a change is material you should consult your broker or agent.

H. Multiple Insureds

1. The inclusion of more than one person or entity as an Insured under this Policy shall not operate to increase the limits or sub-limits of liability under each Section of this Policy, nor the deductible amounts for which you are responsible to bear. Except with respect to this Policy's limits, sub-limits and deductible amounts, the terms of this Policy shall apply separately to each person or entity covered as an Insured in the same manner and to the extent as though a separate Policy had been issued to each such person or entity.

I. Cancellation

1. This Policy may be cancelled by you or by us by sending by registered or certified mail notice to the other party stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, in the event of non-payment of premium by you, we may cancel the Policy by sending by registered or certified mail notice to you stating when, not less than ten (10) days thereafter, cancellation shall be effective.
2. The mailing of our notice to you at the address shown in the **declarations** shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation in the notice. Delivery of such written notice either by you or by us shall be equivalent to mailing. In the event that this Policy is cancelled, as aforesaid, the expiration date of this Policy shall be the effective date of such cancellation.
3. If this Policy shall be cancelled by you or on your behalf, we shall retain whichever is the greater of, either, twenty-five percent (25%) the total premium or the short rate proportion of the

premium for the period this insurance has been in force. If this Policy shall be cancelled by us, we shall retain the pro rata proportion of the premium for the period that this Policy has been in force. Our notice of cancellation shall be effective even if we make no payment or tender of return premium with such notice.

J. Interpretation of terms

1. Any terms of this Policy which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform to the minimum requirements of such statutes.

K. Arbitration

1. If any dispute, controversy or claim arises out of or in connection with this Policy, including any question regarding its existence, validity or termination, (a "dispute") between you and us (the "parties"), the parties shall use all reasonable endeavours to resolve the matter amicably.
 - a. If one party gives the other party notice that a dispute has arisen and the parties do not resolve the dispute within thirty (30) days of service of the notice then the dispute shall be referred to the representatives of the parties who shall, acting jointly and in good faith, attempt to resolve the dispute. No party shall resort to arbitration against the other party under this Policy until thirty (30) days after such referral.
2. All disputes, which are unresolved pursuant to (a) above and which a party wishes to have resolved shall be referred upon the application of any party to, and finally settled under, the London Court of International Arbitration Rules (the "rules") in force at the time the proceedings are commenced, which rules are deemed to be incorporated by reference to this Arbitration clause.
 - a. The number of arbitrators shall be three (3), appointed in accordance with the rules. The seat of the arbitration shall be as stated in the **declarations**. The language of this arbitration shall be English and the award shall be final and binding upon the parties. The arbitrators shall interpret this Policy on the basis of the law identified in the **declarations**.
3. The costs and expenses of the arbitration shall be borne by the parties as ordered by the arbitration tribunal. Such legal costs and expenses will not be part of the limit of liability.
4. The parties agree to keep confidential, between themselves and their legal and other professional advisers, the existence and details of any proceedings pursuant to this Arbitration clause, including their submissions and evidence and all and any awards (including their content, reasons and result) except to the extent that such documents or information are in the public domain or required by a legal duty to be disclosed or disclosure is reasonably necessary to protect or pursue a legal right or remedy or if required by any agency or authority in charge of regulating securities.

L. Fraud

1. Any fraud, concealment, or intentional misstatement of the information provided, or in the making of a claim, shall entitle us to refuse payment of a claim or treat this Policy as though it had never existed.

M. Subrogation

1. We shall have the right and be entitled to bring proceedings in your name to recover for our benefit the amount of any payment made under this Policy, including our own costs and

expenses. We shall be entitled to exercise all of your rights and remedies. You shall cooperate and do everything that may be necessary and requested by us in order for us to secure such rights and remedies.

N. Salvage and Recoveries

1. All salvage, recoveries and payments due to you will be applied as if recovered or received prior to settlement of the loss, and all necessary adjustments will then be made between us and you.

O. Law and Jurisdiction

1. In the event of any dispute involving this insurance, this Policy is governed by the applicable law as shown in the **declarations**.
2. This Policy is subject to the provisions of the Arbitration clause and jurisdiction of the Policy is determined by the Service of Suit clause.
3. No legal action shall be brought upon this Policy unless you have complied with all the provisions of this Policy and have commenced such action within twelve (12) months after the **deadly weapon event** has occurred.

P. Onus of Proof

1. In any claim, and in any action, suit or other proceeding to enforce a claim for loss, damage, cost or expense under this Policy the burden of proving that such loss is not excluded from this Policy or that you are not in breach of any of its conditions will be upon you.

Q. Service of Suit

1. This Service of Suit clause will not be read to conflict with or override both our and your obligations to arbitrate disputes as provided for in the Arbitration clause. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration clause for resolving disputes arising out of this Policy of insurance.
2. It is agreed that in the event of our failure to pay any amount claimed to be due under this Policy, we will at your request submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the attorney named in the **declarations** and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.
3. The attorney named in the **declarations** is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that he will enter a general appearance upon our behalf in the event such a suit shall be instituted.
4. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the superintendent, commissioner or director of insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be

served any lawful process in any action, suit or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the attorney named in the **declarations** as the person to whom the said officer is authorized to mail such process or a true copy thereof.

R. Joint Venture(s)

1. With regard to any of your liability which is insured under this Policy and arises in any manner out of the operations or existence of any **joint venture** the relevant limit of insurance under this Policy shall be limited to your percentage interest in the **joint venture**. Where your percentage interest in a **joint venture** is not evidenced in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the **joint venture**. Such percentage shall not be increased by the insolvency of any members of such **joint venture** or any other parties. This clause will not apply to any of your liability where, as a result of a claim, the terms of the **joint venture** agreement place the whole liability of the **joint venture** upon you.

S. Other Insurance Clause

1. This Policy will act as primary insurance to any other insurance carried by or available to you, and will respond in the event that you are otherwise insured incidentally for any loss, damage, liability, cost or expense which is indemnifiable under this Policy (namely under a more general or combined insurance providing coverage, in addition, for other risks not indemnified under this Policy).

T. Loss Fund Establishment

1. In the event of a **deadly weapon event**, and at a time as soon as reasonably practicable after the occurrence of such **deadly weapon event**, we will establish a loss fund, for an amount that we deem sufficient, for the purpose of facilitating prompt payment of **claim** amounts, **claims expenses** and any other amounts recoverable under the coverage, terms and conditions of this Deadly Weapon Protection Policy, including any of those endorsed to this Policy. We reserve the right, at our sole discretion, to make further deposit of monies into the loss fund at a time of our choosing.
2. The loss fund will be held in an interest-bearing bank account within the United States of America chosen at our sole discretion, in our name, and only we will be entitled to receive any interest accrued on such account. Only we, or our authorised representatives (with our prior consent), shall be entitled to draw down on such account for the purpose of making any appropriate payment due under this Policy.
3. We reserve the right to terminate the loss fund with immediate effect at any time in the event that the loss fund, or any matter associated with its establishment or maintenance, is found to contravene any law or statute of any jurisdiction in the United States of America.

U. Sanction Limitation and Exclusion Clause

1. We shall not provide cover nor be responsible to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

V. Several Liability Notice

1. The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SECTION XII - GENERAL POLICY CLAIMS CONDITIONS

- A. We may not be liable to pay any claim for loss, damage, liability, cost or expense under this Policy unless you comply with all of the requirements in the following conditions:

1. **Notice, Reporting and Proof of Loss**

- a. You shall, as soon as reasonably practicable, but in no case more than forty-eight (48) hours after you become aware of a **deadly weapon event**, call Beazley's 24-hour/7-day Telephone Number: **860-677-3790** to notify the **event responder** as shown in the **declarations**.
- b. Immediate notification to the **event responder** will be deemed notification of the incident to us under this Policy.
- c. Following initial notification to the **event responder**, you shall also, as soon as reasonably practicable, notify us of every **claim**, demand, notice, summons or other process received by you or your representative(s) and any act, error or omission by you which could reasonably be expected to give rise to a **claim**, including any threat of a **deadly weapon event** that could possibly lead to a **claim**.
- d. You must keep us fully informed of any **claim** and forward copies of all relevant correspondence and legal processes.
- e. Any **claim**, or any circumstance which could reasonably be expected to give rise to a **claim**, shall be considered to be reported to us when notice is first given to us at DWPclaims@Beazley.com or the **event responder** as above.
- f. At our request, you must provide a signed proof of loss to us or our representatives to substantiate the occurrence, nature, cause and amount of loss claimed under this Policy.

2. **Assistance and Cooperation**

- a. You shall cooperate with us in all investigations, including investigations regarding the application for and coverage under this insurance and, upon our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to you because of acts, errors or omissions in respect of loss insured under this insurance.
- b. You shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses where required by us.
- c. You must not admit liability, make an offer or promise of any payment, assume any obligation, incur any expense, enter into any settlement, acquiesce or agree to any judgement or award or otherwise dispose of any claim without our written agreement.
- d. If we so require, you must agree to an examination under oath by our appointed representative.



**PUBLIC ENTITY
BUSINESS INTERRUPTION EXTENSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. INSURING CLAUSE:

1. In consideration of the premium paid, the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached is amended to additionally insure you for loss resulting from necessary interruption of **business services** caused by a **deadly weapon event**, as defined by the Deadly Weapon Protection Insurance Policy, occurring at your **location(s)**.
2. This Business Interruption Extension Endorsement is subject to the General Policy Exclusions, General Policy Conditions, General Policy Claims Conditions, and Definitions stipulated in the Deadly Weapon Protection Insurance Policy to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement.
3. If a word is in boldface, please read the Definitions clause of this Business Interruption Extension Endorsement and the definitions section of the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached.

B. Coverage:

1. In the event of a **deadly weapon event** that occurs during the **period of insurance**, we shall be liable for the actual loss sustained by you resulting directly from such necessary interruption of **business services**, but not exceeding the reduction in **gross earnings** during the **period of indemnity**.
2. Due consideration shall be given to the continuation of **normal** charges and expenses, including payroll expenses, to the extent necessary to resume your **business services** at the same or equivalent operational capability that existed immediately prior to a **deadly weapon event**.

C. Conditions (applicable to this Endorsement):

1. **Deadly Weapon Event**
 - a. No claim shall be payable under this Endorsement unless a **deadly weapon event**, insured under the Deadly Weapon Protection Policy to which this Endorsement is attached, and which gave rise to Interruption of Business, has occurred.
2. Business Interruption Values Declared (and Incorrect Declaration Penalty)
 - a. The premium for this Endorsement has been based on a statement of individual Business Interruption values declared to and agreed by us at the inception date of the Policy and stated in the **declarations**.

- b. If any of the individual values declared are less than the equivalent amount of the Co-insurance percentage, as stated in the **declarations**, of the Business Interruption values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

3. Other Insurance

- a. This Endorsement will act as primary insurance to any other insurance carried by or available to you.

4. Resumption of Operations

- a. You must take all reasonable steps to resume **business services** at the same or equivalent operational capability that existed prior to the **deadly weapon event** causing an insured interruption of **business services**.

D. Exclusions (applicable to this Endorsement):

1. This Business Interruption Extension Endorsement does not insure against:

- a. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by you, or any such property owned by others in your care, custody or control, whether or not resulting from or in connection with a **deadly weapon event**;
- b. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such loss results directly from the insured interruption of **business services**, and then we shall be liable for only such loss as affects the your earnings during, and limited to, the **period of indemnity** covered under this Endorsement;
- c. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **location(s)**, except to the extent specifically insured by this Endorsement and provided that such loss results directly from the insured interruption of **business services**.

E. Definitions (applicable to this Endorsement):

1. **Gross earnings** mean:

- a. the total earnings derived from the your **business services** which you would have earned during the **period of indemnity**, had there not have been an **deadly weapon event**.
- b. the reasonable and necessary costs and expenses that you incur in using any property or service owned or controlled by you, or obtainable from any other sources, all whether at your **location(s)** or at any other location, during the **period of indemnity** covered under this Policy, due to a **deadly weapon event** occurring during the **period of insurance**.
- c. The increase in **gross earnings** loss described in a. and b. above which arises from increased time to rebuild, repair or reinstate the property at your **location(s)** due to the operation of the minimum requirements of any laws, statutes, or ordinances regulating public safety, security, emergency preparedness, or disaster management which are imposed upon you by

order of any competent municipal, civil or governmental authority in connection with a **deadly weapon event** occurring during the **period of insurance**.

- d. Less any charges and expenses which do not necessarily continue during the period of interruption of **business services**.
- e. In determining the amount of **gross earnings**, costs and expenses insured hereunder, for the purpose ascertaining the amount of actual loss sustained by you, due consideration shall be given to the experience of your **business services** prior to the date of a **deadly weapon event** and the probable experience thereafter had no **deadly weapon event** occurred.
- f. No other costs shall be deducted in determining **gross earnings**.

2. **Normal** means the condition that would have existed but for the happening of a **deadly weapon event**.

3. **Period of indemnity** means a period of time not to exceed the lesser of:

- a. such length of time as would be required, with the exercise of due diligence and dispatch, to enable you to resume **business services** at the same or equivalent operational capability that existed immediately prior to a **deadly weapon event**; or
- b. 365 days
- c. commencing with the date of such a **deadly weapon event**, and not limited by the expiration of this insurance.
- d. Such length of time described in (a) and (b) above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace your buildings, equipment and business personal property at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **deadly weapon event**.

F. Limit of Insurance:

- 1. We shall not be liable under this Endorsement for more than \$1,000,000 in respect of each and every **loss occurrence** of a **deadly weapon event**.

G. Deductible:

- 1. Each **loss occurrence** of Business Interruption loss caused by a **deadly weapon event** shall be adjusted separately, and from the amount of each such adjusted loss the applicable amount stipulated below shall be deducted:
 - a. If the amount stated in the **declarations** as the Deductible applicable to insured Business Interruption loss is shown as a monetary amount, then the monetary amount as stated in the **declarations** shall be deducted.
 - b. If the amount stated in the **declarations** as the Deductible applicable to insured Business Interruption loss is shown as a days' amount, then the amount deducted shall be equivalent to the first number of days, as stated in the **declarations**, of the **period of indemnity** applicable to such interruption of **business services** loss.

H. Limitations:

1. We shall not be liable for more than the smaller of either:
 - a. any specific Business Interruption Sum Insured stated in the **declarations**, or
 - b. the Sum Insured stated in the **declarations**, where such includes Business Interruption, if such is a combined limit,
2. in respect of such loss, regardless of the number of **location(s)** suffering an interruption of **business services** as a result of any **deadly weapon event** at such **location(s)**.

I. Extension:

1. This Business Interruption Extension Endorsement is extended to include any such loss as insured by this Endorsement which you sustain as a direct result of the necessary interruption of your **business services** due to prevention of access to any of your **location(s)** by order of a civil or military authority, provided that such order is a sole and direct result of a **deadly weapon event** occurring at such **location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **deadly weapon event**.

All other terms, conditions and exclusions of this policy remain unchanged.



PUBLIC ENTITY

DEMOLITION, CLEARANCE, AND MEMORIALIZATION COSTS EXTENSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. Insuring Clause:

1. In consideration of the premium paid, and subject to the General Policy Exclusions, General Policy Conditions, General Policy Claims Conditions, and Definitions stipulated in the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this policy is extended to cover the reasonable and necessary costs, as described below, which **you** incur as a direct result of a **deadly weapon event**, as defined by the Deadly Weapon Protection Insurance Policy:
 - a. The costs incurred to demolish any portions of the building, structure, or detached outbuilding at **your location(s)** which has been the location of a **deadly weapon event** insured under the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached, whether or not such building, structure or detached outbuilding has sustained physical loss or physical damage caused by the **deadly weapon event**;
 - b. The costs **you** incur in the removal from the **location(s)** of debris of such demolished building, structure or detached outbuilding, in the clearance of the site, and in the making good of the site as appropriate to the environment of the **location(s)**.
 - c. The costs incurred to commission, acquire and install suitable memorial plaques, benches or similar articles in dedication to the victim(s) of the **deadly weapon event**. If any such building, structure, or detached outbuilding described above is not demolished and cleared in accordance with paragraphs 1) and 2), then any costs incurred under this paragraph 3) shall be sublimited to an amount of **USD 10,000** in respect of each and every **loss occurrence** of a **deadly weapon event**.
2. If any word is in boldface, please read the Definitions section of the Deadly Weapon Protection Insurance Policy to which this Endorsement is attached.

B. Limit of Insurance:

1. **Our** maximum liability for loss under this Endorsement shall not exceed the smallest of the following amounts:
 - a. **USD 250,000** in respect of each and every **loss occurrence** of a **deadly weapon event** and not for more than **USD 1,000,000** in the **aggregate** during the **period of insurance**. The limit of liability of this Extension is part of and not in addition to the Policy Limit of Liability and Policy **Aggregate** stated in the **declarations**;

b. The amount(s) **you** actually incur in accordance with the coverage provided by this Demolition, Clearance, and Memorialization Costs Extension Endorsement.

C. **Exclusion:**

1. This Demolition, Clearance, and Memorialization Costs Extension Endorsement does not insure any loss which is otherwise insured by the Property Damage Coverage Part of the Deadly Weapon Protection Insurance Policy.

All other terms, conditions and exclusions of this policy remain unchanged.



Two or More Coverage Forms

This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

- FIA 020 (10 16) - Crime Declarations
- X FIA 030 (10 16) - General Liability Declarations
- X FIA 040 (10 16) - Public Officials' Liability and Employment Practices Declarations
- X FIA 050 (10 16) - Automobile Liability Declarations

The following is added to the **Common Policy Conditions**:

Two or More Coverage Forms:

If more than one Coverage form listed above applies to the same **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit**, the maximum Limit of Insurance under all of the Coverage Forms will not exceed the highest applicable Limit of Insurance under any one Coverage Form.

The **Retained Limit** or deductible applicable to any such **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit** will be the **Retained Limit** or deductible applicable to the Coverage Form which has the highest applicable Limit of Insurance, unless the Coverage Form has been endorsed to provide a separate Limit of Insurance and **Retained Limit** or deductible that apply to that specific risk. If the Limit of Insurance is the same for all Coverage Forms, the lowest applicable **Retained Limit** or deductible will apply.

For the purpose of this endorsement, **Wrongful Act** includes any coverage provided on the basis of a wrongful act, including but not limited to **Employment Practices Wrongful Act, Public Officials Wrongful Act, Employee Benefits Wrongful Act, Educators Legal Wrongful Act** and **Sexual Abuse and/or Molestation Wrongful Act**.



CLAIMS NOTICE

All claims and service of suit:

EGIS INSURANCE & RISK ADVISORS
250 International Parkway, Suite 260
Lake Mary, FL 32746-5022

**Wind Meadows South Community Development District**

Policy No.: 100125832
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced		Roof Yr Blt	
1	Entry Monument North		2022	10/01/2025	\$41,000		\$41,000		
	EF Griffin/Quiet Qual Blvd Bartow FL 33830		Masonry non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced		Roof Yr Blt	
2	Entry Monument North		2022	10/01/2025	\$41,000		\$41,000		
	EF Griffin/Quiet Qual Blvd Bartow FL 33830		Masonry non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced		Roof Yr Blt	
3	Wall pillars and aluminum frontage fencing		2022	10/01/2025	\$46,125		\$46,125		
	EF Griffin Rd Bartow FL 33830		Non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced		Roof Yr Blt	
4	Amenity Building		2023	10/01/2025	\$242,720		\$242,720		
	1785 Quiet Quail Blvd Bartow FL 33830		Joisted masonry	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced		Roof Yr Blt	
5	Pool pumps and equipment		2023	10/01/2025	\$179,375		\$179,375		
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced		Roof Yr Blt	
6	Pool and pool deck		2023	10/01/2025	\$687,570		\$687,570		
	1785 Quiet Quail Blvd Bartow FL 33830		Masonry non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced		Roof Yr Blt	
7	Pool fencing - Aluminum 6ft		2023	10/01/2025	\$30,750		\$30,750		
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026					

**Wind Meadows South Community Development District**

Policy No.: 100125832
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt	
8	Amenity fencing - ChainLink 6ft		2023	10/01/2025	\$35,875		\$35,875	
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt	
9	Playground with Shade Structure		2023	10/01/2025	\$76,875		\$76,875	
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt	
10	Mailbox Kiosk building 1 - front of amenity		2023	10/01/2025	\$66,625		\$66,625	
	1785 Quiet Quail Blvd Bartow FL 33830		Joisted masonry	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt	
11	Mailbox Kiosk building 2 - back of amenity		2023	10/01/2025	\$66,625		\$66,625	
	1785 Quiet Quail Blvd Bartow FL 33830		Joisted masonry	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt	
12	Pool deck shade structure		2023	10/01/2025	\$56,375		\$56,375	
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt	
13	Playground with Shade Structure		2023	10/01/2025	\$76,875		\$76,875	
	Wading Ibis Way Bartow FL 33830		Non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt	
14	Playground with Shade Structure		2023	10/01/2025	\$76,875		\$76,875	
	Albatross Nest Dr Bartow FL 33830		Non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering	Replaced	Roof Yr Blt	
15	Pool Furniture		2023	10/01/2025			\$10,000	
	1785 Quiet Quail Blvd1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026	\$10,000			



Property Schedule

Wind Meadows South Community Development District

Policy No.: 100125832
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Total:	Building Value	Contents Value	Insured Value
	\$1,724,665	\$10,000	\$1,734,665



Wind Meadows South Community Development District

Policy No.: 100125832
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. date	Value	Deductible
	Description			Term Date		
1			Electronic data processing equipment	10/01/2025	\$15,000	\$1,000
	Access Control System			10/01/2026		
Total					\$15,000	



Coverage Agreement Endorsement

Endorsement No.: 1
Member: Wind Meadows South Community
Development District

Effective Date: 04/14/2026
Agreement No.: 100125832

Coverage Period: October 1, 2025 to October 1, 2026

In consideration of **an additional premium of \$655.00**, the coverage agreement is amended as follows:

Property

Added:

Unit #16-20 added to property per schedule attached.

Unit 2-3 added to inland marine per schedule attached.

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: April 30, 2026

Authorized by: 

**Wind Meadows South Community Development District**

Policy No.: 100125832
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Term Date	Contents Value		
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced
1	Entry Monument North		2022	10/01/2025	\$41,000		\$41,000	
	EF Griffin/Quiet Qual Blvd Bartow FL 33830		Masonry non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Term Date	Contents Value		
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced
2	Entry Monument North		2022	10/01/2025	\$41,000		\$41,000	
	EF Griffin/Quiet Qual Blvd Bartow FL 33830		Masonry non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Term Date	Contents Value		
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced
3	Wall pillars and aluminum frontage fencing (1,314 LF)		2022	10/01/2025	\$46,125		\$46,125	
	EF Griffin Rd Bartow FL 33830		Non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Term Date	Contents Value		
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced
4	Amenity Building		2023	10/01/2025	\$242,720		\$242,720	
	1785 Quiet Quail Blvd Bartow FL 33830		Joisted masonry	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Term Date	Contents Value		
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced
5	Pool pumps and equipment		2023	10/01/2025	\$179,375		\$179,375	
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Term Date	Contents Value		
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced
6	Pool and pool deck		2023	10/01/2025	\$687,570		\$687,570	
	1785 Quiet Quail Blvd Bartow FL 33830		Masonry non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Term Date	Contents Value		
	Roof Shape	Roof Pitch					Roof Covering	Covering Replaced
7	Pool fencing - Aluminum 6ft		2023	10/01/2025	\$30,750		\$30,750	
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026				

**Wind Meadows South Community Development District**

Policy No.: 100125832
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
8	Amenity fencing - ChainLink 6ft		2023	10/01/2025	\$35,875	\$35,875			
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
9	Playground Equipment		2023	10/01/2025	\$35,000	\$35,000			
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
10	Mailbox Kiosk building 1 - front of amenity		2023	10/01/2025	\$66,625	\$66,625			
	1785 Quiet Quail Blvd Bartow FL 33830		Joisted masonry	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
11	Mailbox Kiosk building 2 - back of amenity		2023	10/01/2025	\$66,625	\$66,625			
	1785 Quiet Quail Blvd Bartow FL 33830		Joisted masonry	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
12	Pool deck shade structures (3)		2023	10/01/2025	\$40,000	\$40,000			
	1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
13	Playground Equipment & 2 Benches		2023	10/01/2025	\$40,000	\$40,000			
	Wading Ibis Way Bartow FL 33830		Non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
14	Playground Equipment		2023	10/01/2025	\$35,000	\$35,000			
	Albatross Nest Dr Bartow FL 33830		Non combustible	10/01/2026					
Unit #	Description		Year Built	Eff. Date		Building Value		Total Insured Value	
	Address			Term Date		Contents Value			
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt			
15	Pool Furniture		2023	10/01/2025		\$10,000			
	1785 Quiet Quail Blvd1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026	\$10,000				

**Wind Meadows South Community Development District**

Policy No.: 100125832

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
16	Mailbox Kiosks (32) - front of amenity		2023	04/14/2026	\$75,000	\$75,000	
	1785 Quiet Quail Blvd1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
17	Mailbox Kiosks (31) - front of amenity		2023	04/14/2026	\$75,000	\$75,000	
	1785 Quiet Quail Blvd1785 Quiet Quail Blvd Bartow FL 33830		Non combustible	10/01/2026			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
18	Dog Park/Playground Area Benches (6)		2023	04/14/2026	\$5,100	\$5,100	
	1785 Quiet Quail Blvd1785 Quiet Quail Blvd Bartow FL 33830		Property in the Open	10/01/2026			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
19	Playground Shade Structure		2023	04/14/2026	\$30,000	\$30,000	
	1785 Quiet Quail Blvd1785 Quiet Quail Blvd Bartow FL 33830		Property in the Open	10/01/2026			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address			Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
20	Wading Ibis Way		2023	04/14/2026	\$30,000	\$30,000	
	1785 Quiet Quail Blvd1785 Quiet Quail Blvd Bartow FL 33830		Property in the Open	10/01/2026			
			Total:	Building Value \$1,802,765	Contents Value \$10,000	Insured Value \$1,812,765	



Wind Meadows South Community Development District

Policy No.: 100125832
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. date	Value	Deductible
	Description			Term Date		
1			Electronic data processing equipment	10/01/2025	\$15,000	\$1,000
	Access Control System			10/01/2026		
2			Other inland marine	04/14/2026	\$10,000	\$1,000
	Water Powered ADA Chair Lift			10/01/2026		
3			Other inland marine	04/14/2026	\$40,000	\$1,000
	Security Cameras			10/01/2026		
Total					\$65,000	

SECTION b)

Covered Party:	Wind Meadows South
Effective Date:	10/1/2026-10/1/2027
Version Date:	6/17/2026



Coverage & Premium Comparison

LINE OF COVERAGE	2025/2026 EGIS			2026/2027 PGIT		
	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM
Property:						
Blanket Buildings & Contents	\$ 1,812,765	\$ 2,500		\$ 1,812,765	\$ 2,500	\$ 11,798
Equipment Breakdown	Included	\$ 2,500		\$ 1,812,765	\$ 2,500	
Excess Flood	Included	\$ 2,500		\$ 1,000,000	\$ 2,500	
Earth Movement	Included	\$ 2,500		\$ 1,000,000	\$ 2,500	
Named Windstorm	Included	5%, \$10K Min		Included	3%, \$10K Min	
Additional Expense	\$ 1,000,000	\$ 2,500		\$ 1,000,000	\$ 2,500	
Business Income	\$ 1,000,000	\$ 2,500		\$ 500,000	\$ 2,500	
Inland Marine:						
Unscheduled Blanket Inland Marine				\$ 100,000		\$ 325
Scheduled Mobile Equipment	\$ 65,000	\$ 1,000		\$ 65,000		N/A
		Sub-Total	N/A		Sub-Total	\$ 12,123
General Liability:						
General Liability	\$ 1,000,000	\$ -		\$ 1,000,000	\$ -	\$ 5,000
Deadly Weapon Protection	\$ 1,000,000	\$ -	Included	\$ 1,000,000	\$ -	Included
		Sub-Total	N/A		Sub-Total	\$ 5,000
Automobile:						
Hired Non-Owned Auto Liability	Symbol 8,9 \$1,000,000	\$ -	Included	Symbol 8,9 \$1,000,000	\$ -	\$ 600
Physical Damage	N/A			N/A		
		Sub-Total	N/A		Sub-Total	\$ 600
Public Officials:						
Public Officials Liability	\$1M per occurrence / \$2M aggregate	\$ -		\$1,000,000 / No Aggregate	\$ -	\$ 2,400
Employment Practices Liability	\$1M per occurrence / \$2M aggregate	\$ -		\$1,000,000 / No Aggregate	\$ -	
		Sub-Total	N/A		Sub-Total	\$ 2,400
Cyber Liability:						
Cyber Liability	\$ 100,000	\$ -	Included	\$ 2,000,000	\$ 25,000	\$ 500
Privacy & Security Liability	Included	\$ -		\$ 2,000,000	\$ 25,000	
Cyber Extortion & Ransomware	Included	\$ -		\$ 500,000	\$ 25,000	
		Sub-Total	N/A		Sub-Total	\$ 500
TOTAL PREMIUM			\$ 25,556			\$ 20,623
					\$ Difference	\$ (4,933)
					% Difference	-19.30%

SECTION c)

Wind Meadows South CDD - Insurance Renewal Cost Benefit Analysis

Prepared for the Board of Supervisors

Comparison of Current EGIS/FIA Program and Brown & Brown / Preferred Governmental Insurance Trust Proposal

Executive Summary

The Preferred proposal provides a comprehensive public entity insurance program at a total annual premium of \$20,623. The most significant enhancement compared to the current FIA program is the reduction of the named storm deductible from 5% to 3%, which could reduce District out-of-pocket costs during a hurricane loss.

Coverage Comparison

Coverage	FIA Current	Preferred	Assessment
Property Values	\$1,812,765	\$1,812,765	Equivalent
Named Storm Deductible	5%	3%	Preferred
General Liability	\$1M	\$1M	Equivalent
Public Officials	\$1M	\$1M	Equivalent
Cyber	Included endorsement	Dedicated program	Preferred
New Locations	\$1M	\$2M	Preferred
Business Income	\$1M	\$500k	FIA
Service Interruption	\$500k	\$100k	FIA

Key Benefits of Preferred/Brown & Brown

- Reduced hurricane deductible from 5% to 3%.
- Same insured property values.
- Dedicated cyber liability program.
- Government-focused claims administration through PGCS.
- Expanded new location coverage.

Areas Where FIA Remains Stronger

- Higher Business Income limit.
- Higher Service Interruption limit.
- Higher Personal Property of Employees limit.
- Higher Fire Department Charges sublimit.
- Positive History on paying claims

Financial Analysis

The Preferred total premium is \$20,623 while renewal for EGIS/FIA is \$25,225

Staff reviewed the current EGIS/FIA insurance program and the Brown & Brown/Preferred Governmental Insurance Trust proposal. The Preferred proposal reduces the District's annual premium by \$4,602, or approximately 18.25%, while maintaining comparable liability limits and providing several enhancements, including a reduced hurricane deductible, increased property values, and expanded cyber coverage

SECTION 9

**AGREEMENT BETWEEN WIND MEADOWS SOUTH COMMUNITY DEVELOPMENT
DISTRICT AND FLORIDA PATIO FURNITURE & RESTRAPPING, LLC**



Date 6/11/26

TO:
Wind Meadow South
219 E. Livingston Street
Orlando, FL 32801

FROM:
2337 W. Clay Street
Kissimmee, FL 34741
407 483-7922
info@cflrestrapping.com
www.orlandoestrapping.com

Contact person :Joel Blanco **Exempt Certificate 85-8018494596C-9**

TERMS: net 30 days		Delivery Time:	
QTY	Description	Cost	Price
14	Re-sling Chaise Lounge	\$115 ea.	\$1,610.00
1	Re-sling Dining Chairs	\$95 ea.	\$95.00
	Pickup & Delivery		<u>\$200.00</u>
			\$1,905.00
		7.5% sales tax	
		Total	\$1,905.00

Pick up: 940 Orchid Grove Blvd
Davenport, FL

Approved: _____ Date_____

Thank you for your requested quote.

**ADDENDUM TO AGREEMENT BETWEEN WIND MEADOWS SOUTH COMMUNITY
DEVELOPMENT DISTRICT AND FLORIDA PATIO FURNITURE & RESTRAPPING, LLC**

Agreement: Proposal dated June 11, 2026 (“**Agreement**”)
Contractor: Florida Patio Furniture & Restrapping, LLC, a Florida limited liability company (“**Contractor**”)
District: Wind Meadows South Community Development District (“**District**”)
Services: Pool Furniture Repairs, as described in the Agreement (“**Services**”)

The following provisions govern the Agreement referenced above:

1. Effective Date. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.
2. Duties.
 - a. The Contractor agrees, as an independent contractor, to undertake the Services described in the Agreement in a neat and professional manner reasonably acceptable to the District, in accordance with industry standards, and in accordance with all applicable federal, state, and local laws, regulations, and ordinances.
 - b. The Contractor shall use reasonable care in performing the Services and shall be responsible for any harm of any kind to persons or property resulting from the Contractor’s actions or inactions. Contractor agrees to commence repair of any damage resulting from the Contractor’s activities and work within twenty-four (24) hours and to complete such repairs within a reasonable time thereafter, as agreed upon by the District.
 - c. The Contractor agrees to notify the District prior to performing any work subject to any price increases, and to proceed with the work only upon written consent from the District.
 - d. The Contractor warrants to the District that all materials furnished under the Agreement shall be new, and that all Services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of the Agreement, if any, which the Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by the Contractor pursuant to the Agreement shall be warranted for labor and workmanship for one (1) year from the date of acceptance of the Services by the District. The Contractor shall replace or repair warranted items, if any, to the District’s satisfaction and in the District’s discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, the Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.
 - e. All permits or licenses necessary for the Contractor to perform under the Agreement shall be obtained and paid for by the Contractor.

3. Additional Work. Should the District desire that the Contractor provide additional work and/or services, such additional work and/or services shall be fully performed by the Contractor after the District's prior approval of a required change order. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services, unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order.
4. Insurance.
 - a. The Contractor, and any subcontractor performing the Services described in the Agreement, shall maintain throughout the term of the Agreement the following insurance:
 - i. Workers' Compensation Insurance in accordance with the laws of the State of Florida with \$1,000,000 Employer's Liability Insurance Coverage.
 - ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iii. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
 - b. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Additional Insureds**") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.
 - c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
5. Compensation. In exchange for completing the Services as identified in the Agreement, and upon final completion and approval by the District of the Services, the District agrees to pay the Contractor **One Thousand, Nine Hundred Five Dollars and Zero Cents (\$1,905.00)**. The compensation includes all parts, materials, permits, and labor necessary to complete the Services as described in the Agreement and this Addendum. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render invoices to the District, in writing, which shall be delivered or mailed to the District. These invoices are due and

payable in accordance with Florida's Prompt Payment Act, sections 218.70 et seq. of the Florida Statutes. Each invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

6. Indemnification.

- a. Indemnification by the Contractor. To the fullest extent permitted by law, and in addition to any other obligations of the Contractor under the Agreement, this Addendum, or otherwise, the Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Indemnitees**"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the work as described in the Agreement and this Addendum, (ii) the Contractor's performance of, or failure to perform, the Contractor's obligations pursuant to the Agreement, this Addendum, or any work or the Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by the Contractor in the Agreement or this Addendum.
 - b. Obligations. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in the Agreement is intended to waive or alter any other remedies that the District may have as against the Contractor. The provisions of this Section 6 are independent of, and will not be limited by, any insurance required to be obtained by the Contractor pursuant to the Agreement or otherwise obtained by the Contractor, and the provisions of this Section 6 survive the expiration or earlier termination of the Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
7. Limitations on Governmental Liability. The Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
8. Termination. The Agreement may be terminated immediately by the District for cause, or upon thirty (30) days' written notice by either party for any or no reason, provided however that any termination by the Contractor shall only be effective after providing the District with a reasonable opportunity to cure any default. The Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the District, provided however that the Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. Public Records. The Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records,

including but not limited to section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **Governmental Management Services – Central Florida, LLC** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement’s term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, OR AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

10. Amendments. Amendments to and waivers of the provisions contained in the Agreement may be made only by an instrument in writing executed by both parties hereto.
11. Assignment. Neither the District nor the Contractor may assign the Agreement or any monies to become due hereunder without the prior written approval of the other.
12. Liens and Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under the Agreement. The Contractor shall keep the District’s property free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor’s performance under the Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under the Agreement, may terminate the Agreement to be effective immediately upon the giving of notice of termination.
13. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, request to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the work being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment,

safety appliances, or any other requirements applicable to provision of work, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

14. Controlling Law and Venue. In the event that either party is required to enforce the Agreement, as amended by this Addendum, by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. The Agreement, as amended, and the provisions contained in the Agreement and this Addendum shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding the Agreement or this Addendum shall be Polk County, Florida.
15. E-Verify. The Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated section 448.09(1), *Florida Statutes*. By entering into the Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.
16. Scrutinized Companies Statement. In accordance with section 287.135, *Florida Statutes*, the Contractor represents that in entering into the Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, the Contractor shall immediately notify the District. If the Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies or Other Entities that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.
17. Authorization. The execution of the Agreement and this Addendum has been duly authorized by the appropriate body or official of the parties, the parties have complied with all the requirements of law, and the parties have full power and authority to comply with the terms and provisions of the Agreement and this Addendum.
18. Anti-Human Trafficking Requirements. The Contractor certifies, by acceptance of the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit in compliance with section 787.06(14), *Florida Statutes*.
19. Addendum Controls. The Agreement, as amended by this Addendum, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of the Agreement. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

Signature page to Addendum to Agreement between Wind Meadows South Community Development District and Florida Patio Furniture & Restrapping, LLC

**FLORIDA PATIO FURNITURE &
RESTRAPPING, LLC**

**WIND MEADOWS SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:

D947D880861E4A9...

By: _____

By: Lori Campagna

Its: _____

Its: Chairperson, Board of Supervisors

Date: _____

Date: 2026-06-15

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of Florida Patio Furniture & Restrapping, LLC, a Florida limited liability company (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Florida Patio Furniture & Restrapping, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by _____, as _____, of Florida Patio Furniture & Restrapping, LLC, who is ☐ personally known to me or ☐ who produced _____ as identification this ____ day of _____, 2026.

(Notary Seal)

Notary Public

SECTION 10

SECTION B

SECTION 1



*WIND MEADOWS SOUTH
COMMUNITY DEVELOPMENT DISTRICT*

ENGINEER'S ANNUAL REPORT

Prepared For The

*BOARD OF SUPERVISORS
OF THE
WIND MEADOWS SOUTH
COMMUNITY DEVELOPMENT DISTRICT*

Prepared by:

*Hunter Engineering, Inc.
4900 Dundee Road
Winter Haven, FL 33884
863-676-7770*

May 29, 2026

Bryan Hunter, P.E.
FL Registration No. 53168
FL CA No. 8394

Wind Meadows South Community Development District
Engineer's Annual Report (2026)

Contents

- *Purpose of Report*
- *General Description of CDD*
- *Summary of District Facilities*
 - o *Roadways*
 - o *Stormwater Facilities*
 - o *Sidewalks*
 - o *Common Areas & Amenities*
 - o *Signage*
 - o *Landscaping & Irrigation*
- *Improvements Not Owned and Maintained by the CDD*
 - o *Potable Water Distribution System*
 - o *Sanitary Sewer Collection System*
 - o *Offsite Roadway Improvements*
 - o *Pond 120*
 - o *Street Lighting*
- *Inspection Report and Maintenance Recommendations*
- *Insurance Review and Recommendations*
- *Exhibits*
 - o *Location Map*
 - o *District Boundary Map with Phases*
 - o *Inspection Report*

Purpose of Report

This Annual Inspection Report is provided in accordance with Section 9.21 (b) of the Master Trust Indenture (Indenture) for the Wind Meadows South Community Development District (CDD). The Indenture requires that the CDD provide the Trustee with an Annual Inspection Report (Report) prepared by a consulting engineer. Hunter Engineering, Inc. currently serves as the District Engineer for the CDD. In this Report we provide the findings of our inspection of the capital improvements maintained by the CDD, our recommendations regarding the operation, maintenance, and repair of CDD facilities, and recommendations relating to the insurance coverage currently in place for CDD facilities.

General Description of the Wind Meadows South Community Development District (CDD)

The CDD is generally located on the west side of E.F. Griffin Road approximately 1.4 miles north of Lyle Parkway and 0.45 miles south of Smith Lane in Bartow, Florida. Access to the development is provided via connections to Crews Lake Road, E.F. Griffin Road, Swallow Tail Drive, and Yarborough Lane. On June 7, 2021, the City of Bartow approved Ordinance No. 2021-10 which established the Wind Meadows South CDD. The CDD originally included Phase 1 (Bond Series 2021 Assessment Area One) of the Wind Meadows South subdivision which consists of 416 single family lots and approximately 159.67 acres of land. On January 3, 2023, the CDD boundary was amended under City Ordinance No. 2022-22 to include the Phase 2 lands (Bond Series 2023 Assessment Area Two). This added another 419 lots (835 total) and brought the total land area of the CDD acreage to 273.39 acres.

Summary of District Facilities

As of the date of this Report, Phase 1 and 2 site development is complete, the plat has been recorded, and the vast majority of homes are constructed. The CDD maintains the roadways, stormwater facilities, sidewalks, common areas, amenities, signage, landscaping and irrigation within Phase 1 and 2.

Roadways

The proposed public right of ways within the development are primarily 50 feet in width with wider sections for the boulevard entrance. The roadways primarily consist of 24' of asphalt pavement with wider sections for the boulevard entrance, and Miami curb or Type F curb and gutter on each side. The proposed roadway section consists of stabilized subgrade, lime rock base, and asphalt wearing surface. The concrete curbing is 2' wide and placed along the edge of the asphalt roadways for purpose of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the stormwater inlets. The roadways within Phase 1 and 2 are complete and are maintained by the CDD.

Stormwater Facilities

Stormwater management facilities consist of storm conveyance systems (curbs, inlets, pipes, swales, and eight (8) retention ponds within Phase 1. The retention ponds utilize dry retention and effluent filtration methodology to achieve water quality treatment. One retention pond which was constructed as part of the Phase 1 improvements, Pond 120, serves only a portion of the County-maintained Crews Lake Road and has been transferred to Polk County for ownership and maintenance. Three new stormwater management ponds were constructed within Phase 2 and the modification of Pond 90, adding an effluent filtration system, was completed as part of the Phase 2 construction activities.

There are plans associated with the Touchstone project north of Wind Meadows South that involve the extension of Yarborough Lane down the western boundary of the project. This extension includes a driveway connection from the newly extended Yarborough Lane to the existing internal Wind Meadows South CDD roadway known as Singing Mockingbird Blvd. This extension of Yarborough Lane required a new stormwater pond to be installed along the east side of the new road extension and within the WMS CDD boundary. Easements for this new stormwater pond have been agreed upon by the WMS CDD Board of Supervisors. At the time of this inspection, the stormwater pond has been constructed and the control structures have been installed. The construction of the Yarborough Extension and the connection to the WMS roadway network is not yet complete.

Sidewalks

Concrete sidewalks, typically 5 ft. in width, have been installed along both sides of the internal roadways within the completed Phase 1 and 2. The sidewalks along the internal roadways are maintained by the CDD. As part of the Phase 1 improvements, a sidewalk was also constructed on the west side of the E.F. Griffin Road, but this sidewalk within the County right of way is not owned by the CDD and not the responsibility of the CDD to maintain.

Common Areas and Amenities

The completed Phase 1 improvements include certain common areas and amenities that are maintained by the CDD. These consists of a clubhouse building, pool, associated parking, three tot lots, and multiple open and passive recreation areas. The mail kiosks serving the Phase 1 and 2 developments are also located in the common area next to the clubhouse.

Signage

The CDD owns and maintains the traffic signage that has been installed as part of the Phase 1 and 2 internal roadway networks as well as other information signage throughout the development. The CDD also owns and maintains the subdivision signs (2) at the entrance to the development on E.F. Griffin Road.

Landscaping and Irrigation

Landscaping and sod of the common areas, along with associated irrigation systems, have been installed as part of the Phase 1 and 2 developments and is owned and maintained by the CDD. The source of the irrigation water is the City of Bartow's potable water system which serves the development. Decorative fencing has been installed along the E.F. Griffin Road frontage within the landscape buffer. Fencing is also provided around the pool and tot lots. All fencing within the common areas is maintained by the CDD.

Improvements Not Owned and Maintained By CDD

The capital improvements not owned or maintained by the CDD are described below.

Potable Water Distribution System

A potable water system including water mains, valves, fire hydrants, and other associated appurtenances has been installed to serve the Phase 1 and 2 development. The water service provider is the City of Bartow, and the City owns and maintains the potable water infrastructure. These facilities are installed within the public rights-of-way and dedicated public utility easements within the development. This

system provides potable water, water for fire protection, and irrigation water which will serve the lands and residents within the District.

Sanitary Sewer Collection System

A domestic wastewater collection system including gravity sewer mains, manholes, service laterals and other associated appurtenances has been installed to serve the Phase 1 and 2 developments. The wastewater service provider is the City of Bartow. The sanitary sewer lines are located within the public rights-of-way and dedicated public utility easements.

For Phase 1, the gravity sewer system has been connected to a pre-existing City lift station located to the north of the development and within the adjacent pre-existing residential subdivision. Improvements to the pumps, generator, and control panel of this lift station were made to accommodate the new and additional flows from Phase 1. As part of the Phase 2 construction, a new public lift station was installed. Flow from the Phase 2 lift station is conveyed through a new sanitary force main into the gravity sewer system installed in Phase 1.

The wastewater collection system for all current and future phases will be owned and maintained by the City of Bartow.

Offsite Roadway Improvements

The construction of the Phase 1 development included offsite roadway improvements necessary to serve the project. Turn lanes were constructed at the project entrance on E.F. Griffin Road and this road was also widened to 24' along the entire project frontage. Crews Lake Road, which serves as the project's primary northern access connection, was widened to 24' from the project boundary north to Crews Lake Drive. These offsite roadway improvements are owned and maintained by Polk County.

Stormwater Pond 120

As mentioned earlier in this Report, Stormwater Management Pond 120 was constructed as part of the Phase 1 improvements and serves a portion of the County-maintained Crews Lake Road. The ownership and maintenance of Pond 120 and has been transferred to Polk County.

Street Lighting

Street lighting has been installed along the roadways and parking areas within Phase 1 and 2. A lease agreement has been established between the CDD and Lakeland Electric. The street lighting infrastructure will not be the responsibility of the CDD to maintain but will be maintained by Lakeland Electric.

Inspection Report and Maintenance Recommendations

On March 31, 2026, Hunter Engineering, Inc. conducted an inspection of the visible CDD - maintained improvements (listed above) within Phase 1 and 2 of the Wind Meadows South subdivision. These improvements, at the time of the inspection, generally appear to be in good condition and well maintained. However, a few specific observations from the inspection are listed below with recommendations.

General Maintenance Observations

Construction of homes and/or associated improvements on some individual lots is ongoing and this ongoing construction activity brings with it certain ongoing maintenance concerns to monitor. The construction of residential homes involves the use of heavy equipment and frequent deliveries of heavy items on large vehicles. If this work is not handled with care by the contractor and/or their vendors, it is not uncommon for damage to occur to the adjacent roadways or other infrastructure that is the responsibility of the CDD. We did not observe any damage on the day of our inspection, but this situation should be routinely monitored. Communication with the home builders regarding their care and protection of the roadways and other improvements should be routine and mechanisms should be in place, if possible, to hold builders responsible for any damage they may be responsible for.

Another maintenance item to mention that is associated with the ongoing home construction is the placement of sediment control devices such as sediment “socks” and filter fabric at the inlets within the roadways and stormwater ponds. These devices are appropriately kept at these inlets to prevent sediment from the lots under construction from entering the storm sewer system and causing blockages or other maintenance problems. However, once home construction on all of the lots in the areas tributary to a particular inlet is complete and sodded, the “socks” at these inlets should be permanently removed to allow for proper drainage. There are many stormwater inlets in Phase 1 and 2 that still have sediment control devices in place. At this stage of the Phase 1 and 2 projects, all of the inlet protection devices should be removed and any remaining sediment present within the inlets should be removed as well. Sediment control devices currently being used in areas with construction should remain in place until construction is complete.

The routine maintenance of the various stormwater ponds within the CDD is very important. In addition to routine mowing of the grassed berms, a schedule should be established whereby the maintenance crews remove excess vegetation surrounding the outfall structures, ensure no sediment or other blockages are impeding flow from any weir or orifice, and remove excess trash and debris that has accumulated within each pond. Any observed erosion of the pond berms, soil around mitered end sections, or other slopes should immediately be reported to the District Engineer.

Specific Maintenance Items Observed

Removal of Inlet Sediment Control Devices – As mentioned above, it was observed during the site inspection on March 31st that there are many stormwater inlets in Phase 1 and 2 that still have sediment control devices in place. As construction throughout Phases 1 and 2 is completed, all of the inlet protection devices should be removed and any remaining sediment present within the inlets should be removed as well. Photos of typical examples of this are included in the Inspection Report provided herein, but these photos are in no way exhaustive, as many other examples exist that need to be addressed.

Stormwater Outfall Structures – Several of the concrete outfall structures located within the Phase 1 and 2 stormwater management ponds were over-grown with weeds and in some cases, contained filter fabric under the grate, blocking inflow. All outfall structures should be cleaned of surrounding vegetation and construction related erosion control fabrics. Control of the vegetation surrounding the outfall structures should be included in the routine ground maintenance work performed on the stormwater

ponds. A photo of one of these over-grown control structures is included in the Inspection Report provided herein.

Damaged V-Inlets - There are two v-inlets that currently have cracked concrete around their perimeter. The first v-inlet is located at the intersection of Albatross Nest Dr. and Diving Dove Ln. At this intersection, there is also cracked curbing that should be repaired. The second damaged v-inlet is located at the intersection Audubon Field Dr. and Flying Blackbird Rd. To prevent further degradation and damage to the surrounding asphalt, the concrete around the perimeter of this inlet should be repaired. A photo of these damaged inlets is included herein.

Cracked Sidewalk – Almost all sidewalk paths are in good condition, except for cracking on the sidewalk located between Pond 90 and Black Falcon Rd. To avoid further cracking and degradation, the sidewalk should be repaired. A photo of this issue is provided in the inspection photos.

Chipped Curb Inlet – On Singing Mockingbird Blvd., a curb inlet has been chipped and is missing a portion of concrete. To avoid further degradation of the surrounding concrete, this inlet should be repaired. A photo of this inlet is included herein.

Misaligned Curbing and Curb Inlet - On Diving Dove Ln., there is a misalignment between the curb inlet and the curbing. This has caused cracking in the adjacent asphalt. Correcting the misalignment should be a priority to avoid further damage to the surrounding concrete or asphalt. A photo has been included herein.

Broken Cleanout – In Pond 110, there is an underdrain system in place to properly treat the stormwater collected in the pond. A major function of this underdrain is utilizing the cleanouts to ensure the system is hydraulically removing water. Of the 4 cleanouts, the westernmost cleanout access seems to have been damaged or removed partially from the ground, and another cleanout appears to be missing its cap. This should be repaired immediately to ensure the pond is functioning as designed. A photo of the cleanouts has been provided in the inspection photos.

Damaged Mitered End Section – Also in Pond 110, the mitered end section located on the north side of the pond seems to be damaged and piping is exposed. The piping damage should be addressed to prevent further damage. There is also a large amount of trash in the pond near the northern mitered end section and littered throughout. This trash should be removed routinely to ensure a clean quality of the pond. A photo of this damage and trash has been included herein.

Yarborough Lane Extension – Once the construction of the Yarborough Lane extension is completed, an as-built survey of these improvements should be provided to Hunter Engineering for review, to ensure the constructed improvements are consistent with the approved plans.

Maintenance Recommendations for Ensuing Fiscal Year

As stated above, the CDD maintained improvements have been completed and, at the time of the inspection, generally appear to be in good condition and well maintained. Our recommendation would be to communicate the maintenance/repair items mentioned above to the appropriate District vendors and request they be addressed immediately and routinely monitored moving forward. We see no need for any significant modifications to the current scope of maintenance work being provided and thus no

significant adjustments to the current maintenance budget are needed. This recommendation does not consider necessary increases of the maintenance scope of work associated with future project expansion.

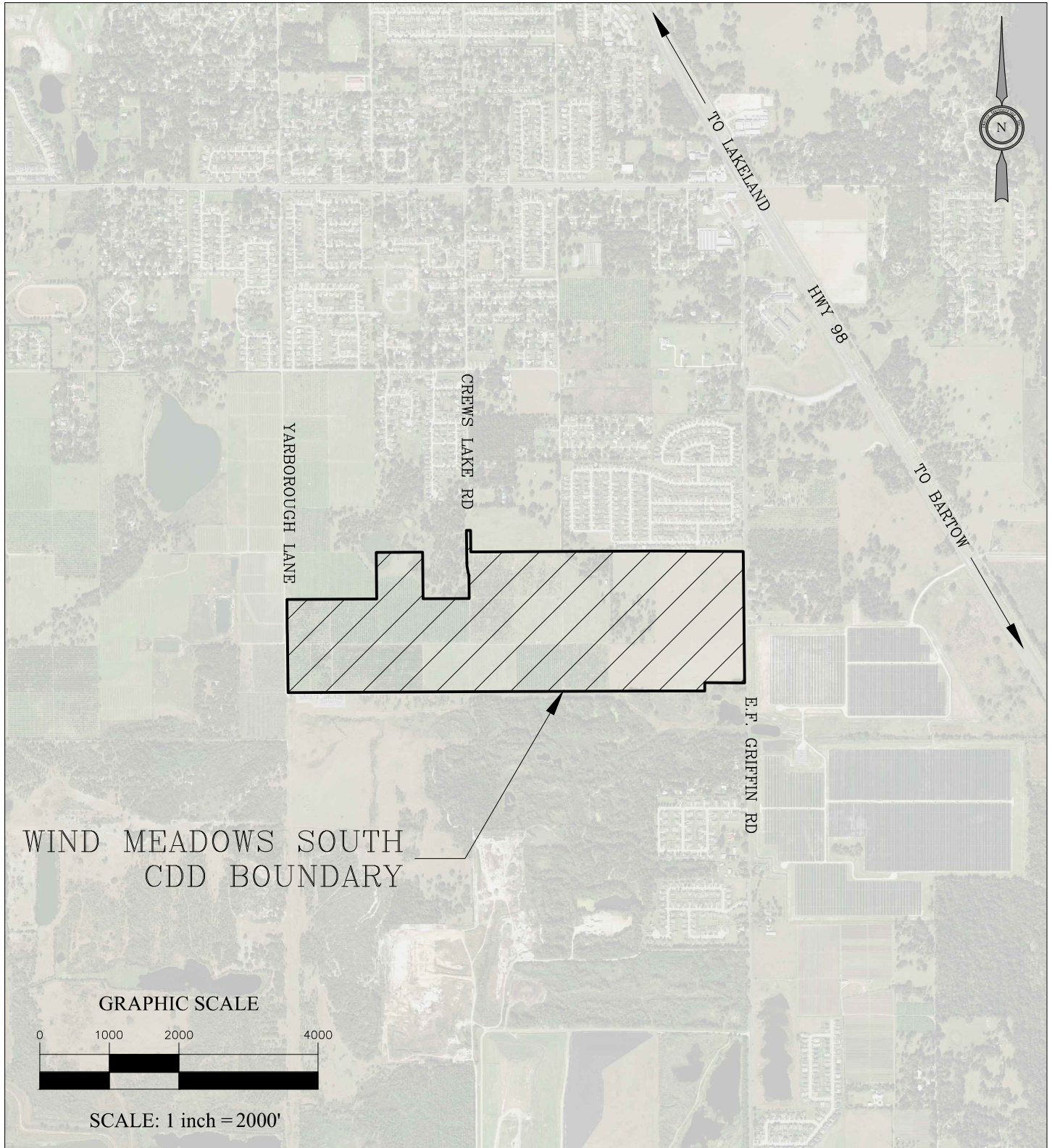
Insurance Recommendations

According to Section 9.14(b) of the Master Trust Indenture:

“At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of the Project owned by the Issuer.”

The CDD has shared with Hunter Engineering a copy of the current insurance policy (and associated addendums) provided by the Florida Insurance Alliance. Agreement Number 100125832 lists the Wind Meadows South Community Development District as the Covered Party. The policy expires on October 1, 2026. The policy details the property damage coverage for CDD owned facilities including the entry signs, perimeter fencing, clubhouse building, pool and pool related improvements, playground equipment and mail boxes. It is our opinion that the policy limits for these items are adequate at this time. However, considering the current environment of rising replacement costs, we recommend that the District revisit the covered items and coverage limits and schedule a call (preferably within the next three months) with Hunter Engineering to review.

Note that we have been informed that coverage for certain CDD facilities such as the roadways, sidewalks, and drainage facilities and landscaping is not “commercially available” and is not covered in the current policy.



LOCATION MAP

for the

Wind Meadows South CDD

Polk County, Florida

Section 26, Township 29 S., Range 24 E.

Prepared By

HUNTER ENGINEERING, INC.

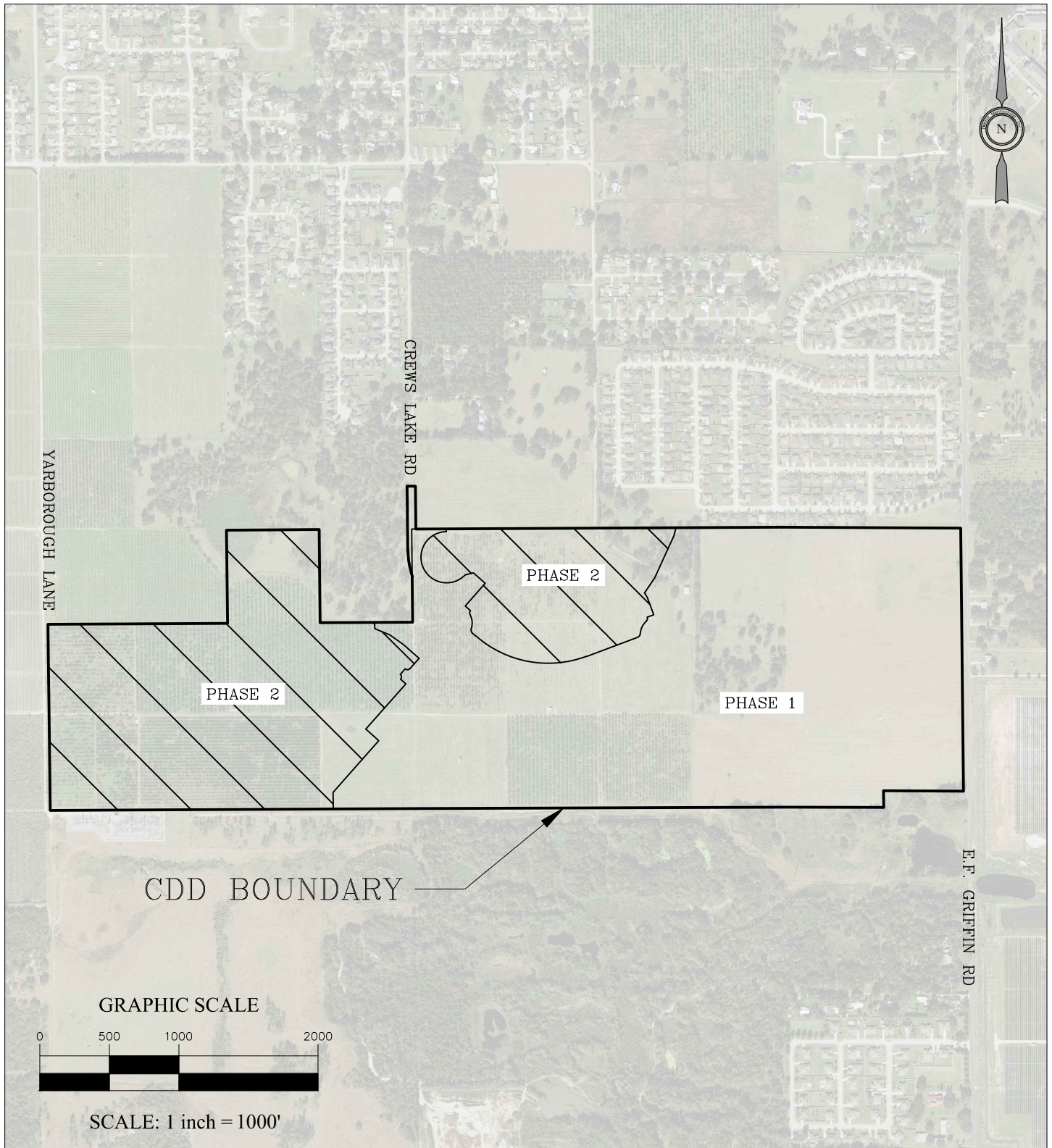
Certificate of Authorization #8394

4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
Facsimile: 863-965-0181

Date: June 7, 2023

Exhibit 1



BOUNDARY MAP

for the

Wind Meadows South CDD

Polk County, Florida
Section 26, Township 29 S., Range 24 E.

Prepared By

HUNTER ENGINEERING, INC.

Certificate of Authorization #8394

4900 Dundee Road
Winter Haven, FL 33884

Telephone: 863-676-7770
Facsimile: 863-965-0181

Date: June 7, 2023

Exhibit 2



Engineer's Inspection Report

Project Name: Wind Meadows South
Job No. 20-009
Client: Wind Meadows South Community Development District
Inspector: Jackson Durhan
Date: March 31, 2026
Time: 9:00 am

Inspection Notes

Inspected Items:

Roadways
Stormwater Facilities
Sidewalks
Common Areas & Amenities (Those Present and Complete)
Signage
Landscaping

General Observations:

The CDD-owned facilities listed above were inspected on 3/31/26. The items generally appear to be in good condition and well maintained. Both Phase 1 and Phase 2 seem to be substantially completed. See below for specific maintenance/repair needs observed.

Specific Maintenance/Repair Needs:

Stormwater Inlet Blockage: There are many stormwater inlets in the completed Ph 1 and Ph 2 that still have filter fabric in place and/or other sediment controls (filter socks). These are left over from the construction process and should be removed as soon as possible. Photos of typical examples of this are included in the Inspection Report provided herein

Stormwater Outfalls: Several of the concrete outfall structures located within the Phase 1 and 2 stormwater management ponds were over-grown with weeds and in some cases, contained filter fabric under the grate and blocking inflow.

Chipped Curb Inlet: On Singing Mockingbird Blvd., there is a curb inlet with a portion of concrete missing. To avoid further damage/cracking, the inlet should be repaired. A photo is provided herein.

Damaged V-Inlets: There is a v-inlet at the intersection of Albatross Nest Dr. and Diving Dove Lane that has broken concrete around the perimeter and damaged asphalt. Another damaged v-inlet is located at the intersection of Audubon Fld Dr. and Flying Blackbird Rd. The concrete around the perimeter of these inlets should be repaired. A photo of these damaged inlets is included herein.

Inspector's Signature: Jackson Durhan



Engineer's Inspection Report

Inspection Notes

Specific Maintenance/Repair Needs:

Cracked Sidewalk: Located between Pond 90 and Black Falcon Rd., there is cracked concrete in the sidewalk. A photo of this has been provided in the inspection photos.

Misaligned Curb On Diving Dove Ln., there is a misalignment between the curb inlet and the curbing. This has caused cracking in the adjacent asphalt. Correcting the misalignment should be a priority to avoid further damage to the surrounding concrete or asphalt.

Damaged Cleanout: In pond 110, there is an underdrain system with 4 cleanout pipes. The west most cleanout pipe seems to be out of place and damaged. A photo has been provided in the inspection photos.

Soil Disturbance: In Pond 10, there is a soil disturbance located in the southeast corner. This should be evaluated for the cause and appropriate action should take place. A photo has been provided herein.

Pond Erosion: In Pond 40, there is erosion around the mitered end section. It is critical to observe the ponds regularly to evaluate slopes and control structures for erosion. A photo has been provided herein.

Damaged Mitered End Section: The mitered end section is damaged and broken apart in some places in Pond 110. To prevent further degradation of this mitered end section, the structure should be appropriately prepared. In addition, there is a large amount of trash located in the pond that should be removed regularly to ensure a high quality pond. A photo has been provided in the inspection photos.

Inspector's Signature: *Jackson Durhan*



Inspection Photos



Cracked Concrete Along V-Inlet



Chipped Inlet



Inlet with Filter Fabric In Place (typ.)



Soil Disturbance

Inspector's Signature:

Jackson Durhan



Inspection Photos



Erosion Around M.E.S. (typ.)



Overgrown Outfall Structure (typ.)



Debris/Trash in Pond (typ.)



Cracked Sidewalk

Inspector's Signature:

Jackson Durhan



Inspection Photos



Rip-Rap in M.E.S. (typ.)



Stormwater Inlet Blockage (typ.)



Stormwater Inlet Blockage (typ.)



Cracked V-Inlet and Curbing Concrete

Inspector's Signature: *Jackson Durhan*



Inspection Photos



Damaged M.E.S. & Pond Debris



Misaligned Concrete & Asphalt Along Inlet



Damaged Cleanout

Inspector's Signature: Jackson Durhan

SECTION C

Wind Meadows South - CDD

Field Management Report – Photo Supplement

Installation of Plantings Effectuated Freeze

Photo Description:

✚ Entrance plantings mulch has been installed including the side trees.



Monument Maintenance



Photo Description:

Entrance monuments have been pressure washed, patched, and painted. Monument light on the right was repaired.



Amenity Items



Photo Description:

✚ Per board request, staff requested proposal for paver walkway (to match existing paver deck) and concrete walkway.



Wind Meadows South CDD Field Management Action Items List

<i>Description</i>	<i>Vendor</i>	<i>Status</i>	<i>Proposal \$</i>	<i>Completion</i>	<i>Notes</i>
Monument Maintenance	GMS	Completed		June 2026	Staff noted loose monument light, some stains in several areas, and some
Street Sign Maintenance	GMS	Completed		June 2026	Maintenance staff reinforced a Stop sign on Singing Mockingbird Blvd. Pending for completion is straightening (2) street signs and (1) sign with folded cross street blades.
Plant Replacement for Plantings Affected By Recent Cold Snap	Prince & Sons	Completed	\$ 3,030.00	June 2026	Approved at the last board meeting. Both landscaping beds have been prepped for plan installation (all dead plantings have been removed.)
Proposal for Additional Paver and Concrete Amenity Walkway	Capstone, Elite Pavers, & Bravestone	Pending	\$ 3,392.00	Est. July 2026	Agreement has been executed and received with scheduling pending. Staff will notify residents of dates of repair due to closed off sections.
Proposal to Resling (14) Lounge Chairs and (1) Dining Chair	Florida Patio Furniture & Re-strapping	Pending	\$ 1,905.00	Est. July 2026	Original proposal was revised (updated chair count, tax removed.) Proposal was approved. Chairs have been moved to pickup location pending pickup.
Installation of Additional End-of-Roadway Signs at the End of Singing Mockingbird Blvd.	GMS	Discussion	\$ 980.16		End-of-roadway signs have been ordered and scheduled for installation upon arrival.
Removal of (5) Water Meter Whips Throughout the District	Prince & Sons	Pending			Requested proposal for removal of the water meter whips and closing the meter.

Misc. Amenity Plantings	Prince & Sons	Pending			Requested removal of front, mail kiosk plantings, capping irrigation in that section, and applying stone. Installation of (2) bougainvillea plants on amenity fence gaps.

SECTION i



200 S. F. Street
Haines City, Florida 33844

Phone 863-422-5207 | Fax 863-422-1816

Polk County License # 214815

Date: April 23, 2026

SUBMITTED TO:

Wind Meadows South
219 Livingston Street
Orlando, FL. 32801

Joel Blanco

Phone: 407-341-5524

Email: jblanco@gmscfl.com

Job Name / Location:

2803 Red Egret Dr.
Bartow, FL. 33830

Bahia seed Installed open space adjacent to Yarborough and Corner along Power line Easement

	Qty	Unit	Unit Cost	TOTAL
Bahia Seed	1	Each	\$2,200.00	\$2,200.00
			Total:	\$2,200.00

The customer agrees, that by signing this proposal, it shall become a legal and binding contract and shall supersede any previous agreements, discussed or implied. The customer further agrees to all terms and conditions set forth within and shall be responsible for any/all court and/or attorney fees incurred by Prince and Sons, Inc. required to obtain collection for any portion of money owed for material and/or work performed by Prince and Sons Inc.

Submitted by: Fabian Almanza

Date Submitted: April 23, 2026

Accepted by: _____

Date Accepted: _____

SECTION D

SECTION i

Wind Meadows South Community Development District

Summary of Invoices

May 14, 2026 to June 10, 2026

Fund	Date	Check No.'s	Amount
General Fund			
	5/14/26	608	\$ 7,017.08
	5/18/26	609-615	\$ 18,793.10
	6/2/26	616-623	\$ 11,717.41
	6/9/26	624	\$ 397.57
			<u>\$ 37,925.16</u>
General Fund Auto Pays	5/18/26 - 5/29/26	80025 - 80030	\$ 2,849.56
			<u>\$ 2,849.56</u>
Supervisors	5/14/26 - 6/10/26		
	Lori A. Campagna	50028	\$ 184.70
	Kelly A. Evans	50029	\$ 184.70
	Bradley C. Gilley	50030	\$ 184.70
	Heather N. Santer	50031	\$ 184.70
			<u>\$ 738.80</u>
Total			\$ 41,513.52

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
5/14/26	00019	5/13/26	05132026	202605	300-20700-10200					*	3,492.48		
			DEBT SERVICE TSFR S2021										
		5/13/26	05132026	202605	300-20700-10200					*	3,524.60		
			DEBT SERVICE TSFR S2023										
									WIND MEADOWS SOUTH CDD/US BANK			7,017.08	000608
5/18/26	00001	5/01/26	137	202605	320-53800-34000					*	1,419.50		
			FIELD MANAGEMENT MAY 26										
									GOVERNMENTAL MANAGEMENT SERVICES-CF			1,419.50	000609
5/18/26	00001	5/01/26	138	202605	310-51300-34000					*	3,750.00		
			MANAGEMENT FEES MAY 26										
		5/01/26	138	202605	310-51300-35200					*	108.17		
			WEBSITE ADMIN MAY 26										
		5/01/26	138	202605	310-51300-35100					*	162.25		
			INFORMATION TECH MAY 26										
		5/01/26	138	202605	310-51300-31300					*	540.75		
			DISSEMINATION SVC MAY 26										
		5/01/26	138	202605	330-57200-48300					*	1,041.67		
			AMENITY ACCESS MAY 26										
		5/01/26	138	202605	310-51300-51000					*	1.74		
			OFFICE SUPPLIES										
		5/01/26	138	202605	310-51300-42000					*	62.64		
			POSTAGE										
									GOVERNMENTAL MANAGEMENT SERVICES-CF			5,667.22	000610
5/18/26	00005	5/15/26	15028	202604	310-51300-31500					*	869.50		
			GENERAL COUNSEL APR 26										
									KILINSKI VAN WYK PLLC			869.50	000611
5/18/26	00023	5/06/26	1815-04.	202604	320-53800-43100					*	2,368.89		
			1785 QUIET Q REC APR 26										
		5/06/26	1815-04.	202604	320-53800-43100					*	735.06		
			LIGHTING QUIET QUA APR26										
		5/06/26	1815-04.	202604	320-53800-43100					*	1,283.74		
			LIGHTING DIVING DO APR 26										
		5/06/26	1815-04.	202604	320-53800-43100					*	735.06		
			LIGHTING RED EGRET APR 26										
		5/06/26	1815-04.	202604	320-53800-43100					*	788.61		
			LIGHTING FLYINH BLA APR26										
		5/06/26	1815-04.	202604	320-53800-43100					*	348.58		
			LIGHTING QUIET QUAI APR26										
									LAKELAND ELECTRIC			6,259.94	000612
5/18/26	00023	5/06/26	4807-04.	202604	330-57200-43000					*	1,163.72		
			1785 QUIET QUAIL APR 26										
									LAKELAND ELECTRIC			1,163.72	000613
									WINM WIND MEADOWS CWRIGHT				

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
5/18/26	00023	5/06/26	5318-04. 1600 QUIET QUAIL	202604 320-53800-43000 APR 26			LAKELAND ELECTRIC	*	24.06	24.06	000614
5/18/26	00047	11/10/25	100430 REMAINING BALANAC	202511 320-53800-49000 DUE			TPG LIGHTING LLC	*	3,389.16	3,389.16	000615
6/02/26	00036	5/20/26	7577-05- ARBITRAGE REPORT	202605 310-51300-31200 SER2023			AMTEC	*	450.00	450.00	000616
6/02/26	00016	5/28/26	21827 LAKE MAINTENANCE	202605 320-53800-47000 MAY 26			AQUATIC WEED MANAGEMENT, INC.	*	475.00	475.00	000617
6/02/26	00027	5/27/26	18067 CLEANING	202605 330-57200-48200 MAY 26			CSS CLEAN STAR SERVICES OF CFL	*	1,080.00	1,080.00	000618
6/02/26	00012	6/01/26	90119444 AUDIT SERVICES	202606 310-51300-32200 FY 9/30/26			DIBARTOLOMEO,MCBEE,HARTLEY & BARNES	*	3,300.00	3,300.00	000619
6/02/26	00042	2/28/26	33 CLEANED MONUMENTS	202602 320-53800-48000				*	558.00		
		2/28/26	34 REINSTALL PLAYGRND BENCH	202602 320-53800-48000				*	358.91		
		2/28/26	35 REMOVE CONSTRUCTION DEBRI	202602 320-53800-49000				*	220.00		
							GOVERNMENTAL MANAGEMENT SERVICES-TA			1,136.91	000620
6/02/26	00010	5/29/26	22684 GENERAL COUNSEL	202605 310-51300-31100 MAY 26			HUNTER ENGINEERING, INC.	*	1,687.50	1,687.50	000621
6/02/26	00028	6/01/26	24513 MAINT FUEL CHARGE	202606 320-53800-46200 JUNE 26			PRINCE & SONS, INC.	*	388.00	388.00	000622
6/02/26	00021	6/01/26	32098 POOL MAINTENANCE	202606 330-57200-48500 JUNE 26			MCDONNELL CORPORATION DBA	*	3,200.00	3,200.00	000623
6/09/26	00050	5/31/26	00077344 NOT BOS MTG	202605 310-51300-48000 5/11/26			USA TODAY MEDIA CORP	*	397.57	397.57	000624
TOTAL FOR BANK A										37,925.16	
WINM WIND MEADOWS CWRIGHT											

WINM WIND MEADOWS CWRIGHT

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
5/18/26	00020	5/15/26 1000-04. 202604 320-53800-43200 0 QUIET QUAIL BL APR 26		CITY OF BARTOW	*	2,176.11	2,176.11 080025
5/18/26	00020	5/15/26 2185-04. 202604 320-53800-43200 2510 RED EGRET DR APR 26		CITY OF BARTOW	*	118.21	118.21 080026
5/18/26	00020	5/15/26 3085-04. 202604 330-57200-43200 1785 QUIET QUAIL BL APR26		CITY OF BARTOW	*	209.90	209.90 080027
5/18/26	00048	5/03/26 0731-05. 202605 320-53800-41000 1785 QUIET QUAIL BL MAY26		FRONTIER	*	64.99	64.99 080028
6/09/26	00024	5/28/26 53-BID-8 202605 330-57200-48503 POOL PERMIT FY26			*	280.35	
		5/28/26 53-BID-8 202605 330-57200-48503 POOL PERMIT FY26		FLORIDA DEPT OF HEALTH IN POLK CNTY	V	280.35-	.00 080029
5/29/26	00024	5/28/26 53-BID-8 202605 330-57200-48503 POOL PERMIT FY26		FLORIDA DEPT OF HEALTH IN POLK CNTY	*	280.35	280.35 080030
TOTAL FOR BANK Z						2,849.56	
TOTAL FOR REGISTER						40,774.72	

WINM WIND MEADOWS CWRIGHT

SECTION ii

Wind Meadows South
Community Development District

Unaudited Financial Reporting
May 31, 2026



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Series 2021</u>
5	<u>Debt Service Series 2023</u>
6	<u>Capital Reserve Fund</u>
7-8	<u>Month to Month</u>
9	<u>Assessment Receipt Schedule</u>
10	<u>Long Term Debt Schedule</u>

Wind Meadows South
Community Development District
Combined Balance Sheet
May 31, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating Account	\$ 107,613	\$ -	\$ -	\$ 107,613
State Board Administration	\$ 546,614	\$ -	\$ -	\$ 546,614
Bank United Capital Reserve	\$ -	\$ -	\$ 154,343	\$ 154,343
Prepaid Expenses	\$ 2,853	\$ -	\$ -	\$ 2,853
<u>Investments:</u>				
<u>Series 2021</u>				
Reserve	\$ -	\$ 259,211	\$ -	\$ 259,211
Revenue	\$ -	\$ 246,954	\$ -	\$ 246,954
Prepayment	\$ -	\$ 948	\$ -	\$ 948
<u>Series 2023</u>				
Reserve	\$ -	\$ 261,763	\$ -	\$ 261,763
Revenue	\$ -	\$ 286,978	\$ -	\$ 286,978
Total Assets	\$ 657,081	\$ 1,055,854	\$ 154,343	\$ 1,867,277
Liabilities:				
Accounts Payable	\$ 17,507	\$ -	\$ -	\$ 17,507
Total Liabilities	\$ 17,507	\$ -	\$ -	\$ 17,507
Fund Balances:				
Nonspendable:				
Prepaid Items	\$ 2,853	\$ -	\$ -	\$ 2,853
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 507,113	\$ -	\$ 507,113
Debt Service - Series 2023	\$ -	\$ 548,740	\$ -	\$ 548,740
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 154,343	\$ 154,343
Unassigned	\$ 636,720	\$ -	\$ -	\$ 636,720
Total Fund Balances	\$ 639,574	\$ 1,055,854	\$ 154,343	\$ 1,849,770
Total Liabilities & Fund Balance	\$ 657,081	\$ 1,055,854	\$ 154,343	\$ 1,867,277

Wind Meadows South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/26	Thru 05/31/26	Variance
Revenues				
Assessments - Tax Roll	\$ 798,089	\$ 798,089	\$ 794,119	\$ (3,970)
Miscellaneous Income	\$ -	\$ -	\$ 180	\$ 180
Interest	\$ -	\$ -	\$ 11,248	\$ 11,248
Total Revenues	\$ 798,089	\$ 798,089	\$ 805,547	\$ 7,458

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 8,000	\$ 2,200	\$ 5,800
FICA Expense	\$ 918	\$ 612	\$ 168	\$ 444
Engineering	\$ 18,000	\$ 12,000	\$ 6,188	\$ 5,813
Attorney	\$ 25,000	\$ 16,667	\$ 9,696	\$ 6,971
Annual Audit	\$ 3,400	\$ -	\$ -	\$ -
Assessment Administration	\$ 6,180	\$ 6,180	\$ 6,180	\$ -
Arbitrage	\$ 900	\$ 900	\$ 900	\$ -
Dissemination	\$ 6,489	\$ 4,326	\$ 4,326	\$ -
Trustee Fees	\$ 8,869	\$ 8,330	\$ 8,330	\$ -
Management Fees	\$ 45,000	\$ 30,000	\$ 30,000	\$ -
Information Technology	\$ 1,947	\$ 1,298	\$ 1,298	\$ (0)
Website Maintenance	\$ 1,298	\$ 865	\$ 865	\$ (0)
Postage & Delivery	\$ 1,400	\$ 933	\$ 592	\$ 341
Insurance	\$ 6,845	\$ 6,845	\$ 6,964	\$ (119)
Printing & Binding	\$ 200	\$ 133	\$ 8	\$ 126
Legal Advertising	\$ 2,500	\$ 1,667	\$ 2,156	\$ (489)
Contingency	\$ 1,100	\$ 1,100	\$ 2,060	\$ (960)
Property Taxes	\$ -	\$ -	\$ 27	\$ (27)
Office Supplies	\$ 400	\$ 267	\$ 7	\$ 260
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 142,620	\$ 100,298	\$ 82,139	\$ 18,159

Wind Meadows South

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/26	Thru 05/31/26	Variance
Operations and Maintenance Expenditures				
<u>Field Operations</u>				
Property Insurance	\$ 22,335	\$ 22,335	\$ 19,247	\$ 3,088
Field Management	\$ 17,034	\$ 11,356	\$ 11,356	\$ -
Landscape Maintenance	\$ 155,000	\$ 103,333	\$ 100,000	\$ 3,334
Landscape Replacement	\$ 50,000	\$ 33,333	\$ 1,870	\$ 31,463
Lake Maintenance	\$ 6,500	\$ 4,333	\$ 3,050	\$ 1,283
Pond Maintenance	\$ 5,000	\$ 3,333	\$ -	\$ 3,333
Streetlights	\$ 88,400	\$ 58,933	\$ 43,531	\$ 15,402
Electric - Field	\$ 500	\$ 333	\$ 180	\$ 153
Water & Sewer - Field	\$ 65,000	\$ 43,333	\$ 27,896	\$ 15,437
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 1,667	\$ -	\$ 1,667
Irrigation Repairs	\$ 8,000	\$ 5,333	\$ 2,307	\$ 3,027
General Repairs & Maintenance	\$ 15,000	\$ 10,000	\$ 3,523	\$ 6,477
Holiday Décor	\$ 7,500	\$ -	\$ -	\$ -
Field Contingency	\$ 5,000	\$ 5,000	\$ 6,998	\$ (1,998)
Subtotal Field Expenditures	\$ 447,769	\$ 302,624	\$ 219,958	\$ 82,666
Amenity Expenditures				
Amenity - Electric	\$ 15,000	\$ 10,000	\$ 8,535	\$ 1,465
Amenity - Water	\$ 8,000	\$ 5,333	\$ 3,014	\$ 2,320
Internet	\$ 3,000	\$ 2,000	\$ 585	\$ 1,415
Pest Control	\$ 3,200	\$ 2,133	\$ 1,365	\$ 768
Janitorial Service	\$ 16,000	\$ 10,667	\$ 8,580	\$ 2,087
Security Services	\$ 35,000	\$ 23,333	\$ 21,146	\$ 2,187
Pool Maintenance	\$ 40,000	\$ 26,667	\$ 25,200	\$ 1,467
Pool Permit	\$ -	\$ -	\$ 280	\$ (280)
Amenity Repairs & Maintenance	\$ 15,000	\$ 10,000	\$ 2,705	\$ 7,295
Amenity Access Management	\$ 12,500	\$ 8,333	\$ 8,333	\$ (0)
Contingency	\$ 10,000	\$ 10,000	\$ 13,115	\$ (3,115)
Subtotal Amenity Expenditures	\$ 157,700	\$ 108,467	\$ 92,859	\$ 15,608
Total Operations and Maintenance:	\$ 605,469	\$ 411,091	\$ 312,817	\$ 98,275
<u>Other Expenditures</u>				
Capital Reserve - Transfer Out	\$ 50,000	\$ -	\$ -	\$ -
Total Other Expenditures	\$ 50,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 798,089	\$ 511,389	\$ 394,956	\$ 116,433
Excess Revenues (Expenditures)	\$ -	\$ 410,591		
Fund Balance - Beginning	\$ -	\$ 228,982		
Fund Balance - Ending	\$ -	\$ 639,574		

Wind Meadows South

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/26	Thru 05/31/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 520,000	\$ 520,000	\$ 516,035	\$ (3,965)
Interest	\$ 10,000	\$ 10,000	\$ 13,835	\$ 3,835
Total Revenues	\$ 530,000	\$ 530,000	\$ 529,870	\$ (130)
Expenditures:				
Interest - 11/1	\$ 157,868	\$ 157,868	\$ 157,868	\$ -
Principal - 5/1	\$ 205,000	\$ 205,000	\$ 205,000	\$ -
Interest - 5/1	\$ 157,868	\$ 157,868	\$ 157,868	\$ -
Total Expenditures	\$ 520,735	\$ 520,735	\$ 520,735	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 9,265	\$ 9,265	\$ 9,135	\$ (130)
Fund Balance - Beginning	\$ 233,740		\$ 497,978	
Fund Balance - Ending	\$ 243,005		\$ 507,113	

Wind Meadows South

Community Development District

Debt Service Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/26	Thru 05/31/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 523,525	\$ 523,525	\$ 520,788	\$ (2,737)
Interest	\$ 13,783	\$ 13,783	\$ 14,709	\$ 926
Total Revenues	\$ 537,308	\$ 537,308	\$ 535,496	\$ (1,812)
Expenditures:				
Interest - 11/1	\$ 201,775	\$ 201,775	\$ 201,775	\$ -
Principal - 5/1	\$ 120,000	\$ 120,000	\$ 120,000	\$ -
Interest - 5/1	\$ 201,775	\$ 201,775	\$ 201,775	\$ -
Total Expenditures	\$ 523,550	\$ 523,550	\$ 523,550	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 13,758	\$ 13,758	\$ 11,946	\$ (1,812)
Fund Balance - Beginning	\$ 273,295		\$ 536,794	
Fund Balance - Ending	\$ 287,053		\$ 548,740	

Wind Meadows South

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/26	Thru 05/31/26	Variance
Revenues				
Interest	\$ -	\$ -	\$ 3,352	\$ 3,352
Total Revenues	\$ -	\$ -	\$ 3,352	\$ 3,352
Expenditures:				
Capital Outlay	\$ 1,000	\$ 667	\$ -	\$ 667
Total Expenditures	\$ 1,000	\$ 667	\$ -	\$ 667
Excess (Deficiency) of Revenues over Expenditures	\$ (1,000)	\$ (667)	\$ 3,352	\$ 2,685
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 50,000	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 50,000	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 49,000		\$ 3,352	
Fund Balance - Beginning	\$ 149,000		\$ 150,991	
Fund Balance - Ending	\$ 198,000		\$ 154,343	

Wind Meadows South
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments - On Roll	\$ (8,584)	\$ 32,823	\$ 740,709	\$ 7,284	\$ 16,513	\$ 998	\$ 4,376	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 794,119
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90	\$ 90	\$ -	\$ -	\$ -	\$ -	\$ 180
Interest	\$ 388	\$ 222	\$ 196	\$ 1,880	\$ 2,136	\$ 2,292	\$ 2,126	\$ 2,008	\$ -	\$ -	\$ -	\$ -	\$ 11,248
Total Revenues	\$ (8,196)	\$ 33,045	\$ 740,905	\$ 9,164	\$ 18,648	\$ 3,290	\$ 6,593	\$ 2,098	\$ -	\$ -	\$ -	\$ -	\$ 805,547

Expenditures:

General & Administrative:

Supervisor Fees	\$ -	\$ 600	\$ -	\$ 600	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200
FICA Expense	\$ -	\$ 46	\$ -	\$ 46	\$ -	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 168
Engineering	\$ 250	\$ -	\$ -	\$ 250	\$ 250	\$ 188	\$ 3,563	\$ 1,688	\$ -	\$ -	\$ -	\$ -	\$ 6,188
Attorney	\$ 1,722	\$ 1,842	\$ 794	\$ 2,262	\$ 517	\$ 1,689	\$ 870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,696
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 6,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,180
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ 900
Dissemination	\$ 541	\$ 541	\$ 541	\$ 541	\$ 541	\$ 541	\$ 541	\$ 541	\$ -	\$ -	\$ -	\$ -	\$ 4,326
Trustee Fees	\$ 2,483	\$ 4,074	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,773	\$ -	\$ -	\$ -	\$ -	\$ 8,330
Management Fees	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Information Technology	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ -	\$ -	\$ -	\$ -	\$ 1,298
Website Maintenance	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ -	\$ -	\$ -	\$ -	\$ 865
Postage & Delivery	\$ 15	\$ 72	\$ 18	\$ 337	\$ 21	\$ 55	\$ 11	\$ 63	\$ -	\$ -	\$ -	\$ -	\$ 592
Insurance	\$ 6,309	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 655	\$ -	\$ -	\$ -	\$ -	\$ 6,964
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8
Legal Advertising	\$ -	\$ 350	\$ 1,011	\$ -	\$ -	\$ -	\$ 398	\$ 398	\$ -	\$ -	\$ -	\$ -	\$ 2,156
Contingency	\$ 75	\$ 1,508	\$ 51	\$ 53	\$ 52	\$ 202	\$ 52	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ 2,060
Property Taxes	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27
Office Supplies	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 0	\$ 0	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ 7
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 21,797	\$ 13,054	\$ 6,886	\$ 8,110	\$ 5,402	\$ 7,772	\$ 9,462	\$ 9,656	\$ -	\$ -	\$ -	\$ -	\$ 82,139

Wind Meadows South
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Operations and Maintenance Expenses													
<i>Field Operations</i>													
Property Insurance	\$ 19,247	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,247
Field Management	\$ 1,420	\$ 1,420	\$ 1,420	\$ 1,420	\$ 1,420	\$ 1,420	\$ 1,420	\$ 1,420	\$ 1,420	\$ -	\$ -	\$ -	\$ 11,356
Landscape Maintenance	\$ 11,120	\$ 11,120	\$ 12,960	\$ 12,960	\$ 12,960	\$ 12,960	\$ 12,960	\$ 12,960	\$ 12,960	\$ -	\$ -	\$ -	\$ 100,000
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ 1,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,870
Lake Maintenance	\$ 225	\$ 225	\$ 225	\$ 475	\$ 475	\$ 475	\$ 475	\$ 475	\$ 475	\$ -	\$ -	\$ -	\$ 3,050
Streetlights	\$ 6,194	\$ 6,194	\$ 6,208	\$ 6,208	\$ 6,208	\$ 6,260	\$ 6,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,531
Electric - Field	\$ 24	\$ 26	\$ 34	\$ 24	\$ 24	\$ 24	\$ 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180
Water & Sewer - Field	\$ 7,424	\$ 3,594	\$ 3,487	\$ 4,379	\$ 2,359	\$ 2,973	\$ 2,294	\$ 1,388	\$ -	\$ -	\$ -	\$ -	\$ 27,896
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 277	\$ 1,188	\$ 714	\$ 128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,307
General Repairs & Maintenance	\$ 83	\$ -	\$ 1,385	\$ -	\$ 917	\$ 1,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,523
Field Contingency	\$ 3,389	\$ 3,389	\$ -	\$ -	\$ 220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,998
Total Field Expenses	\$ 49,402	\$ 27,155	\$ 26,432	\$ 25,593	\$ 26,452	\$ 25,250	\$ 23,433	\$ 16,242	\$ -	\$ -	\$ -	\$ -	\$ 219,958
Amenity Expenditures													
Amenity - Electric	\$ 1,224	\$ 1,208	\$ 1,271	\$ 1,265	\$ 1,123	\$ 1,282	\$ 1,164	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,535
Amenity - Water	\$ 716	\$ 331	\$ 338	\$ 410	\$ 453	\$ 310	\$ 210	\$ 246	\$ -	\$ -	\$ -	\$ -	\$ 3,014
Internet	\$ 130	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ -	\$ -	\$ -	\$ -	\$ 585
Pest Control	\$ 120	\$ 247	\$ 126	\$ 126	\$ 247	\$ 126	\$ 126	\$ 247	\$ -	\$ -	\$ -	\$ -	\$ 1,365
Janitorial Service	\$ 1,060	\$ 1,070	\$ 1,070	\$ 1,070	\$ 1,050	\$ 1,050	\$ 1,130	\$ 1,080	\$ -	\$ -	\$ -	\$ -	\$ 8,580
Security Services	\$ 5,805	\$ 1,212	\$ 2,674	\$ 2,819	\$ 2,500	\$ 3,891	\$ 2,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,146
Pool Maintenance	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150	\$ -	\$ -	\$ -	\$ -	\$ 25,200
Pool Permit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280	\$ -	\$ -	\$ -	\$ -	\$ 280
Amenity Repairs & Maintenance	\$ -	\$ 1,600	\$ -	\$ 165	\$ -	\$ 940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,705
Amenity Access Management	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ 1,042	\$ -	\$ -	\$ -	\$ -	\$ 8,333
Contingency	\$ 12,000	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ 598	\$ 510	\$ -	\$ -	\$ -	\$ -	\$ 13,115
Total Amenity Expenses	\$ 25,246	\$ 9,932	\$ 9,736	\$ 10,111	\$ 9,629	\$ 11,855	\$ 9,730	\$ 6,620	\$ -	\$ -	\$ -	\$ -	\$ 92,859
Total Operations and Maintenance:	\$ 74,649	\$ 37,087	\$ 36,167	\$ 35,704	\$ 36,080	\$ 37,105	\$ 33,163	\$ 22,862	\$ -	\$ -	\$ -	\$ -	\$ 312,817
Other Expenditures													
Capital Reserves - Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 96,446	\$ 50,141	\$ 43,053	\$ 43,813	\$ 41,482	\$ 44,877	\$ 42,625	\$ 32,518	\$ -	\$ -	\$ -	\$ -	\$ 394,956
Excess Revenues (Expenditures)	\$ (104,642)	\$ (17,096)	\$ 697,852	\$ (34,650)	\$ (22,834)	\$ (41,587)	\$ (36,032)	\$ (30,420)	\$ -	\$ -	\$ -	\$ -	\$ 410,591

Wind Meadows South
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2026

ON ROLL ASSESSMENTS

Gross Assessments \$ 858,380.00 \$ 557,793.20 \$ 562,930.69 \$ 1,979,103.89
Net Assessments \$ 798,293.40 \$ 518,747.68 \$ 523,525.54 \$ 1,840,566.62

								43%	28%	28%	100%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Property Appraiser	Net Receipts	General Fund	2021 Debt Service	2023 Debt Service	Total
10/13/25	1% Admin Fee	\$ -	\$ -	\$ -	\$ -	\$ (19,791.04)	\$ (19,791.04)	\$ (8,583.80)	\$ (5,577.93)	\$ (5,629.31)	\$ (19,791.04)
11/10/25	10/20-10/21/25	\$ 501.09	\$ (27.31)	\$ (9.48)	\$ -	\$ -	\$ 464.30	\$ 201.38	\$ 130.86	\$ 132.06	\$ 464.30
11/10/25	10/20-10/21/25	\$ 655.06	\$ (35.67)	\$ (12.39)	\$ -	\$ -	\$ 607.00	\$ 263.27	\$ 171.08	\$ 172.65	\$ 607.00
11/14/25	10/1-10/31/25	\$ 3,084.00	\$ (123.34)	\$ (59.21)	\$ -	\$ -	\$ 2,901.45	\$ 1,258.42	\$ 817.75	\$ 825.28	\$ 2,901.45
11/14/25	10/1-10/31/25	\$ 4,031.67	\$ (161.26)	\$ (77.41)	\$ -	\$ -	\$ 3,793.00	\$ 1,645.11	\$ 1,069.02	\$ 1,078.87	\$ 3,793.00
11/21/25	11/1-11/7/25	\$ 15,420.00	\$ (616.81)	\$ (296.06)	\$ -	\$ -	\$ 14,507.13	\$ 6,292.05	\$ 4,088.71	\$ 4,126.37	\$ 14,507.13
11/21/25	11/1-11/7/25	\$ 18,814.84	\$ (752.58)	\$ (361.25)	\$ -	\$ -	\$ 17,701.01	\$ 7,677.30	\$ 4,988.88	\$ 5,034.83	\$ 17,701.01
11/26/25	11/8-11/15/25	\$ 16,448.00	\$ (657.92)	\$ (315.80)	\$ -	\$ -	\$ 15,474.28	\$ 6,711.53	\$ 4,361.29	\$ 4,401.46	\$ 15,474.28
11/26/25	11/8-11/15/25	\$ 21,501.29	\$ (859.99)	\$ (412.83)	\$ -	\$ -	\$ 20,228.47	\$ 8,773.52	\$ 5,701.22	\$ 5,753.73	\$ 20,228.47
12/8/25	11/16-11/25/25	\$ 32,197.10	\$ (1,284.62)	\$ (618.25)	\$ -	\$ -	\$ 30,294.23	\$ 13,139.27	\$ 8,538.16	\$ 8,616.80	\$ 30,294.23
12/8/25	11/16-11/25/25	\$ 42,085.93	\$ (1,679.11)	\$ (808.14)	\$ -	\$ -	\$ 39,598.68	\$ 17,174.80	\$ 11,160.54	\$ 11,263.34	\$ 39,598.68
12/19/25	11/26-11/30/25	\$ 689,788.00	\$ (27,591.81)	\$ (13,243.92)	\$ -	\$ -	\$ 648,952.27	\$ 281,464.58	\$ 182,901.55	\$ 184,586.14	\$ 648,952.27
12/19/25	11/26-11/30/25	\$ 901,693.57	\$ (36,066.52)	\$ (17,312.54)	\$ -	\$ -	\$ 848,314.51	\$ 367,932.28	\$ 239,090.06	\$ 241,292.17	\$ 848,314.51
12/31/25	12/01-12/15/25	\$ 84,650.82	\$ (3,345.68)	\$ (1,626.10)	\$ -	\$ -	\$ 79,679.04	\$ 34,558.52	\$ 22,456.84	\$ 22,663.68	\$ 79,679.04
12/31/25	12/01-12/15/25	\$ 64,764.00	\$ (2,559.75)	\$ (1,244.09)	\$ -	\$ -	\$ 60,960.16	\$ 26,439.74	\$ 17,181.09	\$ 17,339.33	\$ 60,960.16
1/9/26	12/16-12/31/25	\$ 6,168.00	\$ (185.06)	\$ (119.66)	\$ -	\$ -	\$ 5,863.28	\$ 2,543.04	\$ 1,652.51	\$ 1,667.73	\$ 5,863.28
1/9/26	12/16-12/31/25	\$ 8,062.77	\$ (241.87)	\$ (156.42)	\$ -	\$ -	\$ 7,664.48	\$ 3,324.25	\$ 2,160.17	\$ 2,180.06	\$ 7,664.48
1/29/26	10/01-12/31/25	\$ -	\$ -	\$ -	\$ 1,849.73	\$ -	\$ 1,849.73	\$ 802.27	\$ 521.33	\$ 526.13	\$ 1,849.73
1/29/26	10/01-12/31/25	\$ -	\$ -	\$ -	\$ 1,416.80	\$ -	\$ 1,416.80	\$ 614.50	\$ 399.31	\$ 402.99	\$ 1,416.80
2/12/26	1/1-1/31/26	\$ 17,476.00	\$ (637.36)	\$ (336.77)	\$ -	\$ -	\$ 16,501.87	\$ 7,157.21	\$ 4,650.91	\$ 4,693.75	\$ 16,501.87
2/12/26	1/1-1/31/26	\$ 22,843.09	\$ (833.06)	\$ (440.20)	\$ -	\$ -	\$ 21,569.83	\$ 9,355.30	\$ 6,079.27	\$ 6,135.26	\$ 21,569.83
3/13/26	2/1-2/28/26	\$ 1,330.64	\$ -	\$ (26.61)	\$ -	\$ -	\$ 1,304.03	\$ 565.59	\$ 367.53	\$ 370.91	\$ 1,304.03
3/13/26	2/1-2/28/26	\$ 1,017.72	\$ -	\$ (20.35)	\$ -	\$ -	\$ 997.37	\$ 432.59	\$ 281.10	\$ 283.68	\$ 997.37
4/17/26	3/1-3/31/26	\$ 5,805.48	\$ -	\$ (116.11)	\$ -	\$ -	\$ 5,689.37	\$ 2,467.61	\$ 1,603.50	\$ 1,618.26	\$ 5,689.37
4/17/26	3/1-3/31/26	\$ 4,441.09	\$ -	\$ (88.82)	\$ -	\$ -	\$ 4,352.27	\$ 1,887.68	\$ 1,226.65	\$ 1,237.94	\$ 4,352.27
4/30/26	2/1-3/31/26	\$ -	\$ -	\$ -	\$ 5.71	\$ -	\$ 5.71	\$ 2.48	\$ 1.61	\$ 1.62	\$ 5.71
4/30/26	1/1-1/31/26	\$ -	\$ -	\$ -	\$ 21.86	\$ -	\$ 21.86	\$ 9.49	\$ 6.16	\$ 6.21	\$ 21.86
4/30/26	1/1-1/31/26	\$ -	\$ -	\$ -	\$ 16.72	\$ -	\$ 16.72	\$ 7.26	\$ 4.71	\$ 4.75	\$ 16.72
4/30/26	2/1-3/31/26	\$ -	\$ -	\$ -	\$ 4.33	\$ -	\$ 4.33	\$ 1.88	\$ 1.22	\$ 1.23	\$ 4.33
Total		\$ 1,962,780.16	\$ (77,659.72)	\$ (37,702.41)	\$ 3,315.15	\$ (19,791.04)	\$ 1,830,942.14	\$ 794,119.12	\$ 516,035.10	\$ 520,787.92	\$ 1,830,942.14

99.48%	Net Percent Collected
\$ 9,624.48	Balance Remaining to Collect

Wind Meadows South

Community Development District

LONG TERM DEBT REPORT

SERIES 2021, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	2.400%, 2.9500%, 3.350%, 4.000%	
MATURITY DATE:	5/1/2052	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$259,211	
RESERVE FUND BALANCE	\$259,211	
BONDS OUTSTANDING - 10/15/2021		\$9,335,000
LESS: PRINCIPAL PAYMENT 05/1/23		(\$190,000)
LESS: PRINCIPAL PAYMENT 05/1/24		(\$195,000)
LESS: PRINCIPAL PAYMENT 05/1/25		(\$200,000)
LESS: SPECIAL CALL 05/1/25		(\$25,000)
LESS: PRINCIPAL PAYMENT 05/1/26		(\$205,000)
CURRENT BONDS OUTSTANDING		\$8,520,000

SERIES 2023, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	4.500%, 5.400%, 5.625%	
MATURITY DATE:	5/1/2053	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$261,763	
RESERVE FUND BALANCE	\$261,763	
BONDS OUTSTANDING - 05/11/23		\$7,655,000
LESS: PRINCIPAL PAYMENT 05/1/24		(\$110,000)
LESS: PRINCIPAL PAYMENT 05/1/25		(\$115,000)
LESS: PRINCIPAL PAYMENT 05/1/26		(\$120,000)
CURRENT BONDS OUTSTANDING		\$7,310,000