# APPROPRIATIONS CONTRACT

THIS CONTRACT is signed on	, by the City of Pompano Beach
("City") and SOUTHEAST POLICE MOTORCYCLE R	ODEO COMMITTEE I, INC., a Not For
Profit Corporation authorized to do business in the State	of Florida ("Recipient").

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2022-2023 (October 1st through September 30th), the sum of \$7,500 to Recipient, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description" (collectively the "Work") attached hereto and incorporated herein by reference, for the period beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, the City Commission finds that entering into this Contract serves a valid public purpose as Recipients shall perform or provide a service that is beneficial to the residents of the City, and that the City is currently not in a position to provide such services on its own; and

WHEREAS, it is in the best interest of the City to enter into this contract with Recipient to provide the Work hereunder in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as set forth below.

- 1. Contract Documents. This Contract consists of Exhibit A, "Recipients Requirements, Contractual Responsibilities and Program Description"; Exhibit B, "Payment Schedule"; and Exhibit C, "Insurance Requirements" attached hereto, made a part hereof and incorporated herein, and all written change orders and modifications issued and approved by the City after execution of this Contract.
- 2. Term of Contract. This Contract shall be for the period beginning October 1, 2022 and ending September 30, 2023.
  - 3. Renewal. This Contract is not subject to renewal.
- 4. City's Maximum Obligation. City agrees to pay Recipient the aforementioned sum to provide the Work. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Work during the term of this Contract.
- 5. Payment of Program. City shall pay Recipient for performance of the Work in accordance with Payment Schedule set forth in Exhibit B.
- 6. Disputes. Any factual disputes between City and the Recipient in regard to this Contract shall be directed to the City Manager for the City whose decision shall be final.

- 7. Contract Administrators, Notices and Demands.
- A. Contract Administrators. During the term of this Contract, the City's Contract Administrator shall be the City Manager or his/her written designee and Recipient's Contract Administrator shall be Chris Swinson or his/her written designee.
- B. Notices and Demands. A notice, demand or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representative(s) named below or is addressed and delivered to such other authorized representative at the address as that party from time to time may designate in writing and forward to the other as provided herein.

If to Recipient: Chris Swinson

President

390 Southeast 16th Avenue Pompano Beach, FL 33060 Office: (954) 444-9397

Email: <a href="mailto:semprpresident@gmail.com">semprpresident@gmail.com</a>

If to City: Greg Harrison, City Manager

100 W Atlantic Blvd.

Pompano Beach, FL 33060 Office: (954) 786-4601

Email: greg.harrison@copbfl.com

8. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for use and/or distribution as City deems appropriate provided City has compensated Recipient in accordance with the terms set forth herein. City's re-use of Recipient's Work product shall be at its sole discretion and risk if done without Recipient's written permission. Upon completion of all Work contemplated hereunder or termination of this Contract, Recipient shall promptly provide City's Contract Administrator copies of all of the above Work documents upon written request. Recipient may not disclose, use, license or sell any Work developed, created or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this paragraph shall survive termination or expiration of this Contract.

To the extent it is necessary for Recipient to perform the Work, City shall provide any information, data and reports in its possession to Recipient free of charge.

9. Termination. City shall have the right to terminate this Contract, in whole or in part, for cause, default or negligence on Recipient's part, upon ten (10) business days advance written notice to Recipient. Such Notice of Termination may include City's requests for certain product documents and materials, and other provisions regarding the Program.

If there is any material breach or default in Recipient's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after

City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Recipient shall not be entitled to receive further payment from the effective date of the Notice of Termination.

In the event the City fails for any reason to appropriate funds for this Contract, it shall be deemed terminated and City shall provide Recipient with ten (10) business days written notice. Upon receipt of said notice, Recipient shall be responsible for any and all expenses and/or legal obligations made after receipt of City's written notice from the City.

10. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. Additionally, should funds not be utilized, and services or programs not provided within the specific required time period in this Contract due to circumstances outside the control of Recipient, including but not limited to, a Force Majeure event, City is under no obligation to amend or extend this Contract to provide the approved funding past the expiration of the performance period set forth in this Contract. Any amendment to this Contract for such purposes shall be at City's sole discretion, based upon its budget, available funds, and other factors it may deem relevant.

Recipient must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

- 11. Insurance. Recipient shall maintain insurance in accordance with Exhibit C throughout the term of this Contract.
- 12. *Indemnification*. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Contract.
- A. Recipient shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Recipient and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Recipient, its agents, officers and/or employees, in the performance of Work under this Contract. Recipient agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Recipient hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

- B. Recipient acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Recipient. The parties agree that one percent (1%) of the total compensation paid to Recipient hereunder shall constitute specific consideration to Recipient for the indemnification provided under this Paragraph and these provisions shall survive expiration or early termination of this Contract.
- 13. Sovereign Immunity. Nothing in this Contract shall be construed to affect in any way the rights, privileges and immunities of the City and its agents as set forth in §768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

## 14. Non-Assignability and Subcontracting.

A. Non-Assignability. This Contract is not assignable and Recipient agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Recipient to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Contract whereby City shall be released of any of its obligations hereunder. In addition, this Contract and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Recipient's insolvency or bankruptcy, City may, at its option, terminate and cancel this Contract without any notice of any kind whatsoever, in which event all rights of Recipient hereunder shall immediately cease and terminate.

- B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Paragraph, Recipient remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the Convicted Vendors List in accordance with the provisions of Paragraph 26 below.
- 15. Performance Under Law. Recipient, in performance of its duties under this Contract, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.
- 16. Audit and Inspection Records. Recipient shall permit authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, related to the Work being funded by this Contract until three (3) years after City's final payment under this Contract. Recipient agrees that such inspections and audits may include City's authorized representatives auditing Recipient's financial affairs at any time with no advance notice by City.

Recipient further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of its duly authorized representatives shall,

until three (3) years after City's final payment to Recipient, have access to and the right to examine any books, documents, papers and records of such subcontractor attendant to any subcontracted Work provided hereunder.

In the event Recipient receives fifty thousand dollars (\$50,000.00) or more from the City, the City reserves the right to request a copy of a Grant Auditing Report conducted in accordance with the Government Auditing Standards issued by the United States Comptroller General and the provisions of OMB Circular A-133 issued by the Office of Management and Budget, Executive Office of the President. If such a request is made by the City, all grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. Upon City's written request, this Report shall be due within 120 days of the close of the City's fiscal year.

- 17. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.
- 18. Independent Contractor. Recipient shall be deemed an independent contractor for all purposes, and employees of Recipient and all its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the City. As such, the employees of Recipient, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City. Furthermore; nothing in this Contract shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between Recipient and City.
- 19. Mutual cooperation. Recipient recognizes its performance of Work hereunder is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and the public and shall actively foster a public image of mutual benefit to both parties. Recipient shall not make any statements or take any actions detrimental to this effort.

### 20. Public Records.

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Recipient shall comply with Florida's Public Records Law, as amended. Specifically, the Recipient shall:
- 1. Keep and maintain public records required by the City in order to perform the service.
- 1. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

- 2. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Recipient does not transfer the records to the City.
- 4. Upon completion of this Contract, transfer, at no cost to City, all public records in its possession or keep and maintain public records required by the City as required hereunder. If Recipient transfers all public records to the City upon completion of this Contract, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Contract, Recipient shall meet all applicable requirements for retaining public records. Upon request from the City's custodian of public records, all records stored electronically by Recipient must be provided to the City in a format that is compatible with the information technology systems of the City.
- A. Failure of the Recipient to provide the above described public records to the City within a reasonable time may subject Recipient to penalties under §119.10, Florida Statutes, as amended.

## PUBLIC RECORDS CUSTODIAN

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 RecordsCustodian@copbfl.com

- 21. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
  - 22. Waiver and Modification.

- A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.
- B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Contract provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Recipient be considered a waiver of City's rights with respect to that default or any other default by Recipient.
- C. Either party may request changes to modify certain provisions of this Contract; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Contract.
- 23. No Contingent Fee. Recipient warrants that other than a bona fide employee working solely for Recipient, Recipient has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Contract or contingent upon or resulting from the award or making of this Contract. In the event of Recipient's breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at City's sole discretion, to deduct from the Payment Schedule set forth in Exhibit B or otherwise recover the full amount of such fee, commission, gift or other consideration.
- 24. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Contract, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.
- 25. No Third-Party Beneficiaries. Recipient and City agree that this Contract and other contracts pertaining to Recipient's performance hereunder shall not create any obligation on Recipient or City's part to third parties. No person not a party to this Contract shall be a third-party beneficiary or acquire any rights hereunder.
- 26. Public Entity Crimes Act. As of the full execution of this Contract, Recipient certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Recipient is subsequently listed on the Convicted Vendors List during the term of this Contract, Recipient agrees it shall immediately provide City written notice of such designation in accordance with Paragraph 7 above.
- 27. Entire Contract. This document incorporates and includes all prior negotiations, correspondence, conversations, contracts or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts or understandings

concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.

- 28. Headings. The headings or titles to Articles of this Contract are not part of the Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- 29. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Contract and any signatory hereon shall be considered for all purposes as original.
- 30. Approvals. Whenever City approval(s) shall be required for any action under this Contract, said approval(s) shall not be unreasonably withheld.
- 31. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Contract and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.
- 32. *Binding Effect.* The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.
- 33. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 34. Severability. Should any provision of this Contract or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Contract shall remain in full force and effect.

#### THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:	CITY OF POMPANO BEACH
ASCELETA HAMMOND, CITY CLERK	By:REX HARDIN, MAYOR
(SEAL)	By:GREGORY P. HARRISON, CITY MANAGER
APPROVED AS TO FORM:	
MARK E. BERMAN, CITY ATTORNEY	

# "RECIPIENT"

SOUTHEAS	T POLICE MOTORCYCLE RODEO COMMITTEE I, INC.
	(Print or type name of company here)
Witnesses:	
	Design
MYOTOO	By:
1/4	Print Name: Chery Southern
Monica Vargos	
(Print or Type Name)	
1 A A A A AND A	Title: Prosident
MMMM	
MinayiMatta	
(Print or Type Name)	
-i .	
STATE OF Florida	
A	
COUNTY OF Broward	
The foregoing instrument was ack	nowledged before me, by means of physical presence
or online notarization, this day of courte	of <u>September</u> , 2022, by <u>CHRISTIAN J</u> AST POLICE MOTORCYCLE RODEO COMMITTEE
	on. He is personally known to me or who has produced
1, 11ve., a 1 fortua non for profit corporation	(type of
identification) as identification.	
,	
NOTA DIZZO OF A I	NOTA BY BUILD IC STATE OF ELODIDA
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	Stephanie Rivero
STEPHANIE RIVERO	(Name of Acknowledger Typed, Printed or Stamped)
Commission # HH 085219 Expires April 2, 2025	HH 085219
Rondad Thru Budget Majore Comises	111/00/217

Commission Number

## Exhibit "A"

# Recipients Requirements, Contractual Responsibilities and Program Description

- 1. RECIPIENT agrees to do as follows:
  - a) To accept the funds as appropriated in accordance with the terms of this Contract; and
  - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; and
  - c) Prior to the award of any CITY funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code and a W9 form; and
  - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Contract shall be resolved in favor of the more restrictive guidelines; and
  - e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract FRAUDULENT USE OF CITY FUNDS SHALL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY; and
  - f) To return to the CITY within fifteen (15) days of demand all CITY funds paid to said RECIPIENT under the terms of this Contract upon the finding that the terms of any contract executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
  - g) To return to the CITY all funds expended for disallowed expenditures as determined by the CITY which includes, but not limited to:
    - i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
    - ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
    - iii. Proposal preparation including the costs to develop, prepare or write the proposal
    - iv. Pre-award costs
    - v. Out-of-state travel; non-local travel expenses
    - vi. Gift cards
    - vii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
    - viii. Rentals one day only (written justification and approval needed for additional time)

- ix. Entertainment exceptions shall be made for community events (written justification and approval needed prior)
- x. Land acquisition
- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Payroll taxes
- xxviii. Laboratory fees
- xxix. Computers
- xxx. Health benefits
- xxxi. Appliances and home goods (written justification and approval needed)
- xxxii. Digital Cameras
- xxxiii. Plaques
- xxxiv. Hotel Costs
- xxxv. Housing (written justification and approval needed based on programming)
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the CITY under this Contract; and
- 2) RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative and financial progress report, if applicable, on the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

RECIPIENT shall receive the first wave of funding upon approval by the City Commission. A narrative and financial report shall be due on the dates listed below, as applicable.

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving quarterly or monthly payments as indicated in Exhibit "B" Payment Schedule shall be due no later than the following dates:

1st Quarterly Narrative & Financial Report (October/November/December) - February 1st

2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st 3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st 4th Quarterly Narrative & Financial Report (July/August/September) - September 30<sup>th</sup>

If RECIPIENT receives a lump sum payment for a one-time event or an award amount of \$5,000 or less then the RECIPIENT shall be required to submit their narrative and financial report on a due date above as assigned by the CITY at a later date. The due date shall occurs after the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

However, if any of the above dates fall on a weekend, then the due date shall be extended to the next business day, thereafter, as long as it does not exceed the term of this contact.

When submitting the quarterly narrative reports, RECIPIENT shall track and report to the CITY the following:

- a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application
- b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)
  - i. Age
  - ii. Race
  - iii. Gender
  - iv. Zip Codes
  - v. Household income (if applicable)
- c. Describe accomplishments of the program to date
- d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)

Failure to provide the quarterly narrative reports shall render an organization ineligible to receive future payouts.

The approved budget for the RECIPIENT, included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.

RECIPIENT shall submit financial reports with all required documentation of expenditures (including original receipts/proofs of payments and itemized list).

Failure to provide a narrative and financial report as assigned by the CITY and/or failure to utilize all of the prior allocated funds from the first six months of the contract shall render an organization ineligible to receive additional payouts and render the organization ineligible for current and future funding from the CITY.

Failure from the RECIPIENT to provide a Quarterly or Lump Sum narrative and financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be returned to the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.
- 8) For contracts awarded for multiple projects, RECIPIENT shall provide separate reports for each project as outlined under Paragraph 2 above. CITY reserves the right to withhold payment if RECIPIENT fails to provide the reports as requested.

Organization Name: SOUTHEAST POLICE MOTORCYCLE RODEO COMMITTEE I, INC.

Program Funded: 34th Annual Southeast Police Motorcycle Rodeo

Amount Funded: \$7,500.00

Program Description: The Southeast Police Motorcycle Rodeo committee is hosting the 34th Anniversary Police Motorcycle Skills Rodeo on April 29, 2023, at the Pompano Beach Citi Centre. The purpose of this event is for the motorcycle Law Enforcement Officers who participate, to become more proficient and safe while working on a motorcycle. The competing motorcycle Officers hail from agencies all across the United States. Following the event, an awards banquet is held to recognize the competitors and our sponsors.

The event raises money for the charity Concerns for Police Survivors and The Boys and Girls Club of Broward County. This event is free and open to the public. We have kids' bounce houses, face painting, food trucks, music, and vendors.

Form Name: Submission Time: Browser: IP Address: Unique ID: Location: City of Pompano Beach Nonprofit Sponsorship Application April 7, 2022 11:19 am

Chrome 100.0.4896.60 / Windows 73 125 60 203

73.125.60.203 950459811 26.2281, -80.1648

# **About Your Organization**

Which Fiscal Year Is Your Organ	nization
Applying For?	

2022-2023

## **Full Name of Nonprofit:**

Southeast Police Motorcycle Rodeo

### Mission of Nonprofit:

The Southeast Police Motorcycle Rodeo is organized by a Board of Directors and is supported by a committee of members who have volunteered their time to support our charity. The Southeast Police Motorcycle Rodeo Committee I, Inc. is a 501c3 charity that raises and donates money to charities supporting law enforcement families as well as any programs that enrich the lives of the children we are sworn to protect.

# **Brief Overview of Nonprofit:**

The event raises money for the charity C.O.P.S. (Concerns for Police Survivors). C.O.P.S. is an organization dedicated to helping families who have lost loved ones in the line of duty. We also donate all funds to The Boys and Girls Club of Broward County. All funds raised will provide the essentials for our youth.

### Nonprofit Website:

www.southeastpolice.com

# Which Funding Priority Does Your Nonprofit Qualify For:

Community Events

# Type of Organization - select the one that best applies:

Military/Veterans/Police

# Executive Summary of How Nonprofit will use City of Pompano Beach Funding:

We will use funding to drive national police agencies to the Pompano Beach area. We partner with local hotels and negotiate room blocks for our events. This year, we have partnered with Tru Hilton Hotel and have over 80 room night blocks. We will also use this funding to assist in expenses to make this an amazing event for all ages/demographics.

# How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?

We want people to come to Pompano Beach and enjoy everything it has to offer. Our event hosts 3 Hospitality Nights for our participants as well as the main event. Our main event is free and open to the public. We have a Kid's fun zone, local vendors, food trucks, music as well as raffle prizes. All funds generated will go to kids' programs locally as well as nationally.

#### Statement of Need:

Each year, between 140 and 160 officers are killed in the line of duty and their families and co-workers are left to cope with the tragic loss. C.O.P.S. provides resources to help them rebuild their shattered lives. C.O.P.S. was organized in 1984 with 110 individual members. Today, C.O.P.S. membership is over 60,000 survivors. Survivors include spouses, children, parents, siblings, significant others, and co-workers of officers who have died in the line of duty according to Federal government criteria.

Our organization wanted to give back locally, so we have partnered with the Boys and Girls Club since 2019. We want to enable all youth, especially those who need us most, to reach their full potential as productive, caring, and responsible citizens. Each year, we generate donations through our charity and are able to provide the tools and resources for one Boys and Girls Club. The Boys and Girls Club provides us with a wish list, and we work with local retail companies to obtain the goods needed in order for the children to excel. The Boys and Girls Club provides the children everything from education, social recreation, health and physical education to leadership and citizenship development, cultural enrichment, and personal adjustment with one-on-one counseling.

Include a Description of the Geographic Area You Serve:	Broward County area
About Your Board of Directors	
Board Disabled	0
Board Minorities	1
Board Seniors	1
Total Board Members	5
Program/Event Information #1	
Will your organization be hosting an event on City property?	No
Which are you applying for? (Program/Event)	Event
Program/Event Name	34th Annual Southeast Police Motorcycle Rodeo
Type of Program/Event	Community Event

Describe 1	the	program/event	succinctly	<i>i</i> :
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The Southeast Police Motorcycle Rodeo committee is hosting the 34th Anniversary Police Motorcycle Skills Rodeo on April 29, 2023, at the Pompano Beach Citi Centre. The purpose of this event is for the motorcycle Law Enforcement Officers who participate, to become more proficient and safe while working on a motorcycle. The competing motorcycle Officers hail from agencies all across the United States. Following the event, an awards banquet is held to recognize the competitors and our sponsors.

The event raises money for the charity Concerns for Police Survivors and The Boys and Girls Club of Broward County. This event is free and open to the public. We have kids' bounce houses, face painting, food trucks, music, and vendors.

# Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?

We plan on using the funds to generate more attendees and be able to provide more essential elements to make this event a big success. With more attendees, we will be able to generate more revenue that will in turn be beneficial to our children's charity's donations.

# What are the outcomes of your program/event?

We are the longest and largest police motorcycle rodeo in the country. We have over 100 police officers nationally, who come to Pompano Beach and participate in our event. Each year, Alligator Alley Harley Davidson donates a motorcycle for us to raffle. We attend as many events as possible up and down the east coast of Florida and sell as many raffle tickets as possible. We also partner with Anidjar and Levine for The Christmas on Las Olas event. All funds raised on Snow Mountain go towards our charity.

# Estimated # of Attendees at the Program/Event (select the one that best applies)

1,001-5,000

Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded: 1000

Describe the demographics of the population you are impacting with this program/event: Demographics:
Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.

The attendees at our event are all ages/genders ranging from newborns-75-year-old from all ethnicities and backgrounds. The medium income level is \$175K per household. The funds raised go minority children ranging from 8 years old to 17 years old that come from low-income housing.

Start Date of Program/Event:

Apr 26, 2023

**End Date of Program/Event:** 

Apr 29, 2023

Does your program/event have a start time/end time?

Yes

Start Time of Program/Event:	08:00 AM
End Time of Program/Event:	03:00 PM
Name of Program/Event Venue:	34th Annual Southeast Police Motorcycle Rodeo
Address of Program/Event Venue Location:	Pompano Beach Citi Centre 1955 N Federal Highway Pompano Beach, FL 33062
Attire of Program/Event (select the one that best applies):	Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	The City of Pompano Beach logo will be on all printed and marketing material. We want to drive other agencies nationally to attend our event right here in Pompano Beach. The City of Pompano Beach will also be reciving tickets to our banquet on Saturday. We have over 250 attendees on our banquet night that includes our officers and sponsors (i.e. Publix, Anidjar & Levine, Harley Davidson corporate, Alligator Alley Harley Davidson, JMLexus, Hawks Cay and others).
Amount Requested:	10000
Are you applying for a second Program/Event?	No
Additional Activities	
Additional Activities  Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc)	Yes
Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition	Yes  34th Annual Southeast Police Motorcycle Rodeo Banquet
Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc)	
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Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc)  Name of Event:  Description of Event:	34th Annual Southeast Police Motorcycle Rodeo Banquet  We host an awards ceremony for the riders participating and our main sponsors.
Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc)  Name of Event:  Description of Event:	34th Annual Southeast Police Motorcycle Rodeo Banquet  We host an awards ceremony for the riders participating and our main sponsors.  Apr 29, 2023
Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc)  Name of Event:  Description of Event:  Start Time of Event:	34th Annual Southeast Police Motorcycle Rodeo Banquet  We host an awards ceremony for the riders participating and our main sponsors.  Apr 29, 2023  06:00 PM

Attire of Program/Event	(select	the	one	
that best applies)				

Cocktail

Add	itiona	al Info	rmation

What are your organization's
credentials? Tell us why your
organization does it better than anyone
else.

We are the longest and largest police motorcycle rodeo in the United States. We stand by what we do and want to assist any and all children as much as possible.

# Any other information you wish to share?

Below is a YouTube video that explains more about our charity and event.

https://www.youtube.com/watch?v=4Y70xthneeY

# **City of Pompano Beach Funding History**

Has your organization been funded before by City of Pompano Beach?

First time applicant

# **Requested Budget Information**

What is the total value your nonprofit is applying for?

10000

If you are not awarded the full funding requested for your event/program, will you be able to complete your project? Yes

Are you including the following:

Itemized Budget - Please provide a budget for the program/event you are

applying for vs. the agency's annual budget = Yes

W9 = Yes

IRS Letter = Yes

List of Board of Directors = Yes Articles of Incorporation = Yes Most Recent 990 Form = Yes

# Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.

https://www.formstack.com/admin/download/file/12535249015

W9	https://www.formstack.com/admin/download/file/12535249019
IRS Letter	https://www.formstack.com/admin/download/file/12535249022
List of Board of Directors	https://www.formstack.com/admin/download/file/12535249024

Articles of Incorporation	https://www.formstack.com/admin/download/file/12535249026		
Most Recent 990 Form	https://www.formstack.com/admin/download/file/12535249028		
Upload your documents: Matching Gift Documentation			
Does Your Organization Receive Matching Funds?	No		
Primary Nonprofit Contact			
Name	Chris Swinson		
Title	President		
Email	semprpresident@gmail.com		
Phone Number	(954) 444-9397		
Mailing Address (If awarded, your payment will be mailed to this address)	390 Southeast 16th Avenue Pompano Beach, FL 33060		
Secondary Nonprofit Contact			
Name	Candice Ciccarelli		
Title	Sponsorship Director		
Email	sepmrmarketing@gmail.com		

(561) 542-8945

**Phone Number** 

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: DEC 3 1 2014

SOUTHEAST POLICE MOTORCYCLE RODEO
COMMITTEE I INC
390 SE 16TH AVE
POMPANO BEACH, FL 33060-0000

Employer Identification Number: 47-2567634 DLN: 26053753002134 Contact Person: CUSTOMER SERVICE ID# 31954 Contact Telephone Number (877) 829-5500 Accounting Period Ending: September 30 Public Charity Status: 170(b)(1)(A)(vi) Form 990/990-EZ/990-N Required: Effective Date of Exemption: November 12, 2014 Contribution Deductibility: Addendum Applies: No

### Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

# SOUTHEAST POLICE MOTORCYCLE RODEO

Tamera Ripperda

Director, Exempt Organizations



# **Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		_								_
ige 3.	Southeast Police Motorcycle Rodeo Committee I, Inc.										
	2 Business name/disregarded entity name, if different from above										
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.				4 Exemptions (codes apply only to certain entities, not individuals; see						
EG					instructions on page 3):						
. S	Individual/sole proprietor or C Corporation S Corporation Partnership Single-member LLC	IIusve	ssia	ile	Exem	npt p	ayee	code	(if any)		
tion in	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)			_							
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.				Exemption from FATCA reporting code (if any)						
)cil	Other (see instructions)				(Applie	s to a	ccounts	maintai	ned outsi	de the U.	S.)
		ester's	s na	ame a	nd ad	dres	s (op	tional)			
88	390 SE 16th Ave										
0,	6 City, state, and ZIP code										
	Pompano Beach, FL 33060										
	7 List account number(s) here (optional)										
			_								_
Pari		80	ola	ıl eac	urity i	num	hor	_			
	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid withholding. For individuals, this is generally your social security number (SSN). However, for a	30	T	1 300			T	Г	T	T	4
resider	at alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other				-			-			
entities <i>TIN</i> , lat	, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> er.	or			_	L		l L			
	f the account is in more than one name, see the instructions for line 1. Also see What Name and										
	or To Give the Requester for guidelines on whose number to enter.				T.	T.	T,	_			
		4	7		- 2	5	6	7	6 3	4	
Part	II Certification										
	penalties of perjury, I certify that:										
2. I am Serv	number shown on this form is my correct taxpayer identification number (or I am waiting for a nur not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I hav ice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or div onger subject to backup withholding; and	e not l	bee	en no	otified	yd b	the	nterr	al Re d me t	enue hat I a	am
3. I am	a U.S. citizen or other U.S. person (defined below); and										
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is o										
you hav acquisi	ation instructions. You must cross out item 2 above if you have been notified by the IRS that you are we failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does tion or abandonment of secured property, cancellation of debt, contributions to an individual retiremen han interest and dividends, you are not required to sign the certification, but you must provide your cor	not ap	oply ger	y. For ment	mori (IRA)	tgag , and	je inte d ger	erest erally	paid, <sup>,</sup> payr	nents	ası
Sign Here	Signature of U.S. person ▶ Date ▶										
Gar	• Form 1099-DIV (dividen	ds. inc	duc	dina 1	those	fro	m ste	ocks	or mu	tual	_

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

## **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- . An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- ${\bf 5}.$  Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

# **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# **Specific Instructions**

#### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN** applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

# What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
Two or more U.S. persons     (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or	The corporation
Form 2553	•
	The organization
Form 2553  11. Association, club, religious, charitable, educational, or other tax-	The organization  The partnership
Form 2553  11. Association, club, religious, charitable, educational, or other taxexempt organization	, and the second

For this type of account:	Give name and EIN of:
14, Account with the Department of	The public entity
Agriculture in the name of a public	
entity (such as a state or local	
government, school district, or	
prison) that receives agricultural	
program payments	
15. Grantor trust filing under the Form	The trust
1041 Filing Method or the Optional	
Form 1099 Filing Method 2 (see	
Regulations section 1.671-4(b)(2)(i)(B))	

- <sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

# **Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.ldentityTheft.gov and Pub, 5027.

Visit www.irs.gov/ldentityTheft to learn more about identity theft and how to reduce your risk.

## **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# **Electronic Articles of Incorporation For**

N14000010496 FILED November 12, 2014 Sec. Of State tchang

SOUTHEAST POLICE MOTORCYCLE RODEO COMMITTEE I, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

# Article I

The name of the corporation is:

SOUTHEAST POLICE MOTORCYCLE RODEO COMMITTEE I, INC.

# **Article II**

The principal place of business address:

390 SE 16TH AVE POMPANO BEACH, FL. 33060

The mailing address of the corporation is:

390 SE 16TH AVE POMPANO BEACH, FL. 33060

# **Article III**

The specific purpose for which this corporation is organized is: RAISE FUNDS FOR CHARITABLE PURPOSES

# **Article IV**

The manner in which directors are elected or appointed is: AS PROVIDED FOR IN THE BYLAWS.

# **Article V**

The name and Florida street address of the registered agent is:

BRUCE WEINBERG 6100 GLADES ROAD SUITE 205 BOCA RATON, FL. 33434

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: BRUCE WEINBERG

# **Article VI**

The name and address of the incorporator is:

BRUCE WEINBERG 6100 GLADES ROAD, SUITE 205

**BOCA RATON, FL 33434** 

Electronic Signature of Incorporator: BRUCE WEINBERG

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

# **Article VII**

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P DON SOLINGER 1300 W. BROWARD BLVD. FT. LAUDERDALE, FL. 33312

Title: VP DARRELL SECKENDORF 2071 RINGLING BLVD. SARASOTA, FL. 34237

Title: T CHRIS SWINSON 390 SE 16TH AVE. POMPANO BEACH, FL. 33060

# **Article VIII**

The effective date for this corporation shall be:

11/12/2014

N14000010496 FILED November 12, 2014 Sec. Of State tchang

# **Board of Directors**



# President OFFICER CHRIS SWINSON

**Coral Springs Police Department** 



**Vice President** 

SGT. DARRELL SECKENDORF

Sarasota County Sheriff's Department



# Secretary SGT. MICHAEL PIANELLI

Broward County Sheriff's Office



# Director COLLEEN HANSTEIN

FOP Lodge 31



# Treasurer DEPUTY PAUL RICH

Palm Beach Sheriff's Office

# Form **8879-EO**

# IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2019, or fiscal year beginning 10/01 , 2019, and ending 9/30 , 20 2020

OMB No. 1545-1878

Department of the Treasury Internal Revenue Service

► Do not send to the IRS. Keep for your records.

Name of exempt organization

► Go to www.irs.gov/Form8879EO for the latest information.

Employer identification number

47-2567634

Name and title of officer

CHRIS SWINSON PRESIDENT

SOUTHEAST POLICE MOTORCYCLE RODEO

### Part I Type of Return and Return Information (Whole Dollars Only)

COMMITTEE I. INC.

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1 a Form 990 check here ▶  b Total revenue, if any (Form 990, Part VIII, column (A), line 12).	1 b	
2a Form 990-EZ check here X b Total revenue, if any (Form 990-EZ, line 9)	2 b	25,714.
3 a Form 1120-POL check here b Total tax (Form 1120-POL, line 22)	3 b	·
4a Form 990-PF check here ▶ 🗍 b Tax based on investment income (Form 990-PF, Part VI, line 5)	4 b	
5 a Form 8868 check here ▶ D Balance Due (Form 8868, line 3c)	5 b	

# Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

: check one box only
----------------------

VI outhoring METADERC C CO MPD II C			
X   authorize   WEINBERG & CO. WPB, LLC	to enter my PIN	01160 as my signatu	re
ERO firm name		Enter five numbers, but do not enter all zeros	
on the organization's tax year 2019 electronically filed return. If I have indicated with a state agency(ies) regulating charities as part of the IRS Fed/State program, the return's disclosure consent screen.	in this return that a co I also authorize the a	py of the return is being filed with aforementioned ERO to enter my PIN o	n
As an officer of the organization, I will enter my PIN as my signature on the organization indicated within this return that a copy of the return is being filed with a state a program, I will enter my PIN on the return's disclosure consent screen.			<del>)</del>
Officer's signature	Date ►		_
Part III Certification and Authentication	Date ▶		
	Date ▶		
Part III Certification and Authentication	8	65478733434	
Part III Certification and Authentication  ERO's EFIN/PIN. Enter your six-digit electronic filing identification	8		

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Date ▶

BAA For Paperwork Reduction Act Notice, see instructions.

BRUCE WEINBERG

ERO's signature

Form 8879-EO (2019)

# 2023 Southeast Police Motorcycle Rodeo Budget

Tents: \$1,800.00

Barricades: \$1,500.00

Permits and Fees: \$500.00

Bathroom Facilities: \$1,600.00

Advertising/Marketing Material: \$5,000.00

Banquet: \$18,000.00

Video Production: \$4,000.00

Music and Entertainment: \$1,500.00

Misc expenses: \$1,500.00

Face painting, bounce houses, arts & crafts (Kids Zone): \$2,000.00

Total: \$37,400.00

# Exhibit "B" Payment Schedule

#### A. AWARD DISBURSEMENTS

The awards disbursement process will begin in October, 1 and end in September, 30 for the fiscal year that this contract is approved.

#### **B. PAYMENT SCHEDULE**

The total amount awarded for the SOUTHEAST POLICE MOTORCYCLE RODEO COMMITTEE I, INC. for 34th Annual Southeast Police Motorcycle Rodeo for the current fiscal year is: \$7,500.

There will be a lump sum payment issued in advance equal to \$7,500. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY, in the lump sum narrative and financial report as indicated in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement shall result in the denial of the future requests for payments.

All payments and reporting requirements apply for each project which is a part of the awarded contract.

#### **EXHIBIT C**

#### INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

ORGANIZATION shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

ORGANIZATION is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by ORGANIZATION, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by ORGANIZATION under this Agreement.

Throughout the term of this Agreement, ORGANIZATION and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which the ORGANIZATION is obligated to pay compensation to employees engaged in the performance of the work. ORGANIZATION further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
  - B. Liability Insurance.
- (1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from

ORGANIZATION'S negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

#### Type of Insurance

#### **Limits of Liability**

GENERAL LIABILITY:

\* Policy to be written on a claims incurred basis

\* Policy to be written on a claims incurred basis

\* Comprehensive form bodily injury and property damage

\* Example 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Description 2,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

\* Description 2,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Description 3,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Description 3,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Description 3,000,000 Per Aggre

XX contractual insurance bodily injury and property damage combined bodily injury and property damage combined

XX independent contractors personal injury

XX personal injury

XX sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

#### **AUTOMOBILE LIABILITY:** Minimum \$10,000/\$20,000/\$10,000

XX comprehensive form

XX owned

XX hired

XX non-owned

REAL & PERSONAL PROPERTY

\_\_\_\_ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

other than umbrella bodily injury and \$1,000,000 \$1,000,000

property damage

combined

PROFESSIONAL LIABILITY Per Occurrence Aggregate

\_ \* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. Employer's Liability. ORGANIZATION and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. Policies. Whenever, under the provisions of this Agreement, insurance is required of the ORGANIZATION, the ORGANIZATION shall promptly provide the following:
  - (1) Certificates of Insurance evidencing the required coverage;
  - (2) Names and addresses of companies providing coverage;
  - (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. Waiver of Subrogation. ORGANIZATION hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ORGANIZATION shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should ORGANIZATION enter into such an agreement on a pre-loss basis.

City of Pompano Beach, Florida 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 | p: 954.786.4065

7/29/22



SOUTHEAST POLICE MOTORCYCLE RODEO COMMITTEE I, INC. 390 SE 16TH AVE POMPANO BEACH, FL 33060

Dear Mr. Christian Swinson:

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation Insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 100 West Atlantic Boulevard, Pompano Beach 33060. If you have any questions about this letter please telephone me at 954.786.4065.

Sincerely,

Erjeta Diamanti
Erjeta Diamanti
Budget Office

SOUTHEAST POLICE MOTORCYCLE RODEO COMMITTEE I, INC. has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. SOUTHEAST POLICE MOTORCYCLE RODEO COMMITTEE I, INC. agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

Signature

Date

7/29/2022

Name and Title (print)



Dennis W Moran 6516 N State Road 7 Coconut Creek FL 33073

Information as of January 19, 2022
Policyholder(s) Page 1 of 2

**Christopher Swinson** 

Policy number 981 528 142

Your Allstate agency is **Dennis W Moran** (954) 429-9393 DennisMoran@allstate.com

#### Continue enjoying great savings and quality protection

I'm pleased to offer to renew your automobile policy with Your Choice Auto® Silver Protection package for another six months, so you can continue enjoying quality auto insurance at an affordable price.

I've also included a guide to what's in this package and answers to some common questions.

#### Renewing your policy is easy

Keep an eye out for your bill, which should arrive in a couple weeks. Just send your payment by the due date on your bill. If you're enrolled in the Allstate® Easy Pay Plan\*, you won't receive a bill—we'll send you a statement with your payment withdrawal schedule.

\*Not available for pay-as-you-go telematics policies.

#### How to contact us

The Silver Protection package is just one of the Your Choice Auto® options available. If you have a question or would like additional information about any package options, please give me a call at (954) 429-9393. It's my job to make sure you're in good hands.

(ed. 3)

Sincerely,

Dennis W Moran Your Allstate Agent

RA902-1



#### **Your Insurance Coverage Checklist**

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

#### ■ What's in this package?

See the guide below for the documents that are included. **Next steps:** review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.

#### ☐ Am I getting all the discounts I should?

Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.

#### What about my bill?

Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.

You can also pay your bill online at Allstate.com/support or through the Allstate mobile app. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule. Para español, llamar al 1-800-979-4285.

#### ■ What if I have questions?

Visit Allstate.com/support to browse our list of frequently asked questions and find information regarding billing or policy documents. You can also create an online account to access and manage your policies. Para español, llamar al 1-800-979-4285.

#### A guide to your renewal package









# Insurance ID Cards Your insurance cards are legally required, so please keep them in your

vehicle at all

times.

**Proof of** 

Policy
Declarations\*
The Policy
Declarations
lists policy
details, such as
your specific
drivers, vehicles
and coverages.

# Notices We use these notices to call attention to particularly important coverages, policy changes and discounts.

**Important** 

Insurance seem complicated?
Our online guides explain coverage terms and features:
www.allstate.com/madesimple
Espanol.allstate.com/facildeentender

Insurance Made

## \* To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.



#### **Proof of Insurance Card**

Page 1 of 2

For your convenience, two insurance cards have been included for each vehicle. State law requires that one of these cards be kept in each vehicle. Please place them in your vehicles by the effective date.

Alistate.

*A*listate.

Please use the printed Insurance Cards below.

Please use the printed Insurance Cards below.

Allstate.

Allstate.

Please use the printed Insurance Cards below.

Please use the printed Insurance Cards below.

#### APPROVED

By Danielle Thorpe at 4:58 pm, Aug 16, 2022

### Iorida Automobile

nsurance Identification Card

Illstate Fire and Casualty Insurance Company POLICY NUMBER 981 528 142

**COMPANY CODE** -09388

**3 PERSONAL INJURY PROTECTION BENEFITS/** PROPERTY DAMAGE LIABILITY

**Ihristopher Swinson** 

Alistate.

EFFECTIVE DATE 03/01/22

**BODILY INJURY** 

LIABILITY

#### Florida Automobile **Insurance Identification Card**

Allstate Fire and Casualty Insurance Company

POLICY NUMBER 981 528 142

**COMPANY CODE** 

**▼ PERSONAL INJURY PROTECTION BENEFITS/** PROPERTY DAMAGE LIABILITY

**Christopher Swinson** 

#### Alistate.

**BODILY INJURY** LIABILITY

'EAR / MAKE / MODEL 021 Jeep Wrangler

**VEHICLE ID NUMBER** 1C4HJXDN3MW790640

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

YEAR / MAKE / MODEL 2021 Jeep Wrangler

**VEHICLE ID NUMBER** 1C4HJXDN3MW790640

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE.

#### Iorida Automobile nsurance Identification Card

Illstate Fire and Casualty Insurance Company

POLICY NUMBER 981 528 142

**Ihristopher Swinson** 

**COMPANY CODE** -09388

EFFECTIVE DATE 03/01/22

Alistate.

PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY

BODILY INJURY LIABILITY

#### Florida Automobile Insurance Identification Card

Allstate Fire and Casualty Insurance Company

POLICY NUMBER 981 528 142

COMPANY CODE -09388

NOT VALID MODE THAN ONE VEAD FROM FEFECTIVE DATE

EFFECTIVE DATE 03/01/22

*A*listate.

PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY

**BODILY INJURY** LIABILITY

**Christopher Swinson** 

'EAR / MAKE / MODEL VEHICLE ID NUMBER 016 Ford Truck F250 4wd 1FT7W2BT5GEC95318 NOT VALID MODE THAN ONE VEAD EDOM EFFECTIVE DATE YEAR / MAKE / MODEL 2016 Ford Truck F250 4wd VEHICLE ID NUMBER 1FT7W2BT5GEC95318



Policy number: Policy effective date:

981 528 142 March 1, 2022

Please use the printed Insurance Cards below.

#### If you have an accident or loss:

- Get medical attention if needed. Notify the police immediately.
- Obtain names, addresses, phone numbers (work & home) and license plate numbers of all persons involved, including passengers and witnesses.
- Call 1-800-ALLSTATE (1-800-255-7828), logon to allstate.com or contact your agent as soon as possible.

Dennis W Moran (954) 429-9393 6516 N State Road 7 Coconut Creek, FL 33073

 If you carry Auto Collision Insurance: Rental car coverage is provided, see outline of coverage. (This means Auto Collision Insurance will apply to a vehicle rented on a short-term basis, not that you will be reimbursed for the cost of renting a substitute vehicle)

Misrepresentation of insurance is a first degree misdemeanor

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Your policy effective date is March 1, 2022





Page 1 of 7

#### **Total Premium** for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered Identification Number (VIN) Premium
2016 Ford Truck F250 4wd 1FT7W2BT5GEC95318 \$1,205.21
2021 Jeep Wrangler 1C4HJXDN3MW790640 1,049.57
2020 FVCH 4X4TCKY25LK063488 315.97

Additional coverages

If you pay in installments*	\$2,570.75
If you pay in full (includes FullPay® Discount)	\$2,296.84

\* Your bill will be sent separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s). If you do not pay your bill by the due date shown on your billing statement, you may be charged a late fee.

See the **Important payment and coverage information** section for details about installment fees.

#### **Discounts** (included in your total premium)

Plan Responsible Payer	\$95.23	Homeowner	\$241.82
Preferred Package	\$251.40	Allstate eSmart®	\$88.30
Risk Avoidance	\$248.61	Alert Driving	\$403.38
Anti-theft	\$27.88	Passive Restraint	\$87.07
Antilock Brakes	\$75.11	Electronic Stability Control	\$83.04
New Car	\$191.94		

Policy discounts				\$1,770.08
Allstate Easy Pay	\$88.30	Preferred Package	\$251.40	
Plan				
Safe Driving Club®	\$353.04	Allstate eSmart®	\$88.30	
Responsible Payer	\$95.23	Risk Avoidance	\$248.61	
Homeowner	\$241.82	Alert Driving	\$403.38	

2016 Ford Truck	F250 4wd discounts			\$142.39
Anti-theft	\$16.12	Passive Restraint	\$43.79	
Antilock Brakes	\$39.68	Electronic Stability Control	\$42.80	

Information as of January 19, 2022

#### **Summary**

Premium | Named Insured(s) \$1,205.21 | Christopher Swinson 1,049.57 | Mailing address 315.97 | 41936 County Rd 452 Leesburg FL 34788-8364

Policy number **981 528 142** 

Your policy provided by Allstate Fire and Casualty Insurance Company

Policy period Beginning **March 1, 2022** through **September 1, 2022** at 12:01 a.m. standard time

Your Allstate agency is **Dennis W Moran** 6516 N State Road 7 Coconut Creek FL 33073 (954) 429-9393 DennisMoran@allstate.com

(continued)

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

Policy number:

981 528 142

Policy effective date:

March 1, 2022

021 Jeep Wrangler discounts	\$322.65
-----------------------------	----------

Anti-theft \$11.76 Antilock Brakes \$35.43 Passive Restraint \$43.28 New Car \$191.94

Electronic Stability \$40.24

Control

#### Listed drivers on your policy\*

**Christopher Swinson -** Divorced male driver, age 45 **Candace Umana-Ciccareli -** Married female driver, age 39, Safe Driving Club

\*Are there licensed drivers <u>not listed above</u> who either reside in your household (even if temporarily away from home) or are guests staying in your home for an extended period? If so, please contact us so your policy information and coverage is up to date. There are circumstances under which a loss may not be covered by this policy because the auto was being operated by someone residing at your house who is not listed on the policy. Additional detail about how we treat undisclosed drivers can be found in your policy.

#### **Excluded drivers from your policy**

None

Policy number: 981 528 142
Policy effective date: March 1, 2022

Page 3 of 7



Coverage detail for 2016 Ford Truck F250 4wd

Coverage	Limits	Deductible	Premium
Personal Injury Protection		\$O	\$151.23
Dooth Ronafit	¢E 000 and norman		

Death Benefit \$5,000 each person

Aggregate Medical Expenses (Emergency or Non-Emergency Medical Condition), Income Loss and Loss of Services \$10,000 each person

Medical Expenses Limit:

Medical Expenses -

**Emergency Medical Condition** 

\$10,000 each person

OR

Medical Expenses -

Non-Emergency Medical Condition \$2,500 each person

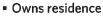
The sum of Medical Expenses, Income Loss and Loss of Services benefits cannot exceed the aggregate \$10,000 limit.

Portable Electronics and Media	Not purchased*		
Automobile Medical Payments	Not purchased*		
Auto Replacement Protection	Not purchased*		
Uninsured Motorists Insurance limits of in			
Uninsured Motorists Insurance for Bodily Injury	\$500,000 each accident	Not applicable	\$184.02
Transportation Expense	up to \$30 per day for a maximum of 30 days	Not applicable	\$21.06
Roadside Coverage	\$100	Not applicable	\$6.40
Comprehensive for Custom Equipment	Not purchased*		
Collision for Custom Equipment	Not purchased*		
Property Damage	\$1,000,000 each occurrence	Not applicable	\$101.56
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence	Not applicable	\$410.92
Automobile Liability Insurance			
Auto Comprehensive Insurance	Actual cash value	\$100	\$150.48
Auto Collision Insurance	Actual cash value	\$500	\$179.54

<sup>\*</sup> This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

**VIN 1FT7W2BT5GEC95318** 

Rating information





981 528 142 Policy number: March 1, 2022 Policy effective date:

Coverage detail for 2021 Jeep Wrangler

Coverage	Limits	Deductible	Premium
Personal Injury Protection		\$O	\$109.39

Death Benefit \$5,000 each person

Aggregate Medical Expenses \$10,000 each person (Emergency or Non-Emergency Medical Condition), Income Loss and

Loss of Services

Medical Expenses Limit:

Medical Expenses -

**Emergency Medical Condition** 

\$10,000 each person

OR

Medical Expenses -

Non-Emergency Medical Condition \$2,500 each person

The sum of Medical Expenses, Income Loss and Loss of Services benefits cannot exceed the aggregate \$10,000 limit.

Auto Collision Insurance	Actual cash value	\$500	\$192.13
Auto Comprehensive Insurance	Actual cash value	\$100	\$111.23
Automobile Liability Insurance			
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence	Not applicable	\$330.36
Property Damage	\$1,000,000 each occurrence	Not applicable	\$90.05
Collision for Custom Equipment	Not purchased*		
Comprehensive for Custom Equipment	Not purchased*		
Roadside Coverage	\$100	Not applicable	\$6.40
Transportation Expense	up to \$30 per day for a maximum of 30 days	Not applicable	\$21.06
Uninsured Motorists Insurance for Bodily Injury	\$250,000 each person \$500,000 each accident	Not applicable	\$188.95
Uninsured Motorists Insurance limits of it	nsured vehicles may not be stacked.		
Auto Replacement Protection	Not purchased*		
Automobile Medical Payments	Not purchased*		
Portable Electronics and Media	Not purchased*		

(continued)

Policy number:

981 528 142

Policy effective date:

March 1, 2022





Coverage	Limits	Deductible	Premium
Sound System	Not purchased*		
Total premium for 2021 Jeep Wrangler	•		\$1,049.57

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.

**VIN 1C4HJXDN3MW790640** 

Lienholder US Bank Na

**Rating information** 

Owns residence

Interested party

US Bank Na

Coverage detail for 2020 FVCH

Coverage	Limits	Deductible	Premium
Auto Collision Insurance	Actual cash value up to: \$33,000	\$500	\$95.06
Auto Comprehensive Insurance	Actual cash value up to: \$33,000	\$250	<b>\$220.9</b> 1
Contents	Not purchased*		
Total premium for 2020 FVCH			\$315.97

<sup>\*</sup> This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect

VIN 4X4TCKY25LK063488

#### **Rating information**

- Owns residence
- This vehicle is used as a trailer

#### **Additional coverage**

The following policy coverage is also pro-	vided.		
Coverage	Limits	Deductible	Premium
Automobile Death Indemnity Insurance	\$10,000 benefit	Not applicable	Included
Identity Theft Expenses	Not purchased*		
Total			\$0.00

<sup>\*</sup> This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.



Policy number: 981 528 142
Policy effective date: March 1, 2022

#### Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

• Allstate Auto Policy - ACR208

- Automobile Death Indemnity Insurance Coverage CM ACR211
- FL Personal Injury Protection Amendatory Endorsement –
- Bundling Rewards Amendatory Endorsement ACR213
- Uninsured Motorists Amendatory Endorsement ACR210
- FL Glass Schedule Endorsement ACR235

#### Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ A \$10.00 late fee may be assessed if payment is received after the due date.
- Your rate is lower because you are insuring multiple cars.
- ▶Your Silver Protection package contains the following feature:
  - No Accident Waiver program or tenure accumulation towards accident waiver eligibility
- If you decide to pay your premium in installments, there will be a \$3.00 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and do not change your payment plan method, then the total amount of installment fees during the policy period will be \$18.00.

If you are on the Allstate® Easy Pay Plan, there will be a \$1.50 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and remain on the Allstate® Easy Pay Plan, then the total amount of installment fees during the policy period will be \$9.00.

If you change payment plan methods or make additional payments, your installment fee charge for each payment due and the total amount of installment fees during the policy period may change or even increase.

Please note that the Allstate® Easy Pay Plan allows you to have your insurance payments automatically deducted from your checking or savings account.

#### Florida required communications

#### ▶ If You Have a Question About Your Insurance...

If you wish to present an inquiry or obtain information about coverage, or if you need assistance in resolving a complaint, please call (954) 429-9393.

Policy number:

981 528 142

Policy effective date:

March 1, 2022



Swan L Lees



Allstate Fire and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois. This policy is binding with the countersignature of an authorized Allstate Fire and Casualty Insurance Company agent.

Julie Parsons **Julie Parsons** President

Policy countersigned by Dennis W Moran

Dennis Moran

Susan L. Lees Secretary



#### Important notices

Policy number: 981 528 142 March 1, 2022 Policy effective date:

#### **Important Information Concerning Your Personal Injury Protection Insurance**

For personal injury protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

#### An Outline to the Major Coverages in **Your Allstate Auto Policy**

We are providing you with this outline which highlights the principal coverages, optional coverages, limitations and exclusions of your auto policy, and provides information on policy cancellation, non-renewal, deductibles and the discounts that we offer and the surcharges that may be applied to your policy. Please be aware, however, this is just a guide and not a legal contract, and that all coverages are subject to policy terms and conditions. Please read your auto policy, endorsements and Policy Declarations for complete descriptions and details.

TO THE EXTENT THERE IS ANY DIFFERENCE BETWEEN THE INFORMATION CONTAINED IN THIS NOTICE AND THE TERMS AND CONDITIONS OF YOUR POLICY, THE POLICY TERMS AND CONDITIONS SHALL GOVERN.

For your convenience, we have listed all of the principal coverages, limits, deductibles and the itemized premiums which apply to each specific coverage that your policy provides on the enclosed Policy Declarations. Please note that your current policy provides only those coverages which are indicated on your Policy Declarations. If you have any questions, please do not hesitate to call your Allstate Agent.

NOTE: The following outline of coverage is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal

provisions, cancellation provisions, surcharges or credits will be mailed separately.

#### **Automobile Liability Insurance Bodily** Injury-Coverage AA, and Property Damage-Coverage BB

These coverages pay for all damages that an insured person is legally obligated to pay because of bodily injury or property damage. Your policy also protects an insured person from claims for accidents arising out of the ownership, maintenance, use, loading or unloading of an insured auto. Bodily Injury Liability-Coverage AA is an optional coverage that can be added to your policy for an additional premium.

X7137 This coverage is subject to the exclusions, terms and conditions described in the policy.

- Under Exclusions—What Is Not Covered, we have made several changes. In some cases, we have revised exclusions that were already a part of your policy; in other cases, we have renumbered exclusions and added new exclusions. All item numbers below refer to the items as reflected in the revised policy forms:
- Item 1 is added. It excludes coverage while the insured auto is used by any person as an employee of the United States government. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding.
- Item 2 we revised this exclusion to state that we do not cover loss arising out of the use of an insured auto to carry persons or property for any form of compensation. This item now uses the defined term "shared-expense car pool."
- Item 3 we added an exclusion which specifically excludes coverage for bodily injury or property damage arising out of the use of your insured auto while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an insured person, with some exceptions.
- Item 4 we added "leasing" to the list of examples of excluded motor vehicle business operations.
- Item 6 with this item, we exclude coverage for bodily injury or property damage arising out of the ownership, maintenance or use of a motor vehicle with less than four wheels.
- Item 11 has been revised this exclusion to more broadly state that loss which would also be covered under nuclear energy liability insurance is excluded.
- Item 13 we added a new exclusion which specifically excludes coverage for bodily injury or property damage

Important notices
Policy number:
Policy effective date:

**981 528 142**March 1, 2022

Page 2 of 13



arising out of the use of a trailer or travel-trailer that is not attached to an auto which is an insured auto. Note: The exclusion does not apply if the trailer or travel-trailer suddenly and accidentally becomes detached from the auto immediately before the accident.

- Item 14 we added a new exclusion which specifically excludes coverage for any liability an insured person assumes arising out of any contract or agreement other than a rental or leasing agreement.
- Item 15 we added a new exclusion which specifically excludes coverage for bodily injury or property damage arising out of the use of a trailer or travel-trailer while it is parked for use as a residence, or as an office, display space, or storage space.

#### **Automobile Medical Payments-Coverage CC**

If a premium is shown on the Policy Declarations for Automobile Medical Payments-Coverage CC, Allstate will pay to or on behalf of an insured person for medically necessary treatment actually provided to the insured person within 3 years of a covered auto accident because of bodily injury. Payments will be made only: when bodily injury is caused by a motor vehicle accident; for medical, surgical, X ray, dental, and rehabilitative services, including prosthetic devices, and ambulance, hospital and nursing services; which are medically necessary; only if the insured person receives initial services and care within 14 days after the motor vehicle accident. The methodology for determining the amount we will pay for such expenses shall be pursuant to the fee schedule limitations under the Florida Motor Vehicle No-Fault Law, and shall be limited to the schedule of maximum charges set forth in the policy.

Where a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by the Florida Motor Vehicle No-Fault Law; and Allstate contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and accept such contractually agreed amounts; then Allstate will pay that provider's bills at the contractually agreed rate.

Automobile Medical Payments provides reimbursement only for initial services and care: (i) that are lawfully provided, ordered or prescribed by a licensed physician, dentist or chiropractic physician; or (ii) that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or (iii) provided by a licensed person or entity which provides emergency transportation and treatment.

Upon referral from a provider described in (i) through (iii) above, follow up services and care consistent with the

underlying medical diagnosis rendered may be provided, supervised, ordered or prescribed only by a licensed physician, chiropractic physician or dentist, or to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician or dentist, by a licensed physician assistant or a licensed advanced registered nurse practitioner.

Follow up services and care may also be provided by any of the following:

- 1. a licensed hospital or ambulatory surgical center;
- an entity wholly owned by one or more licensed physicians, chiropractic physicians, or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- 4. a licensed physical therapist, but only upon referral from: a licensed physician, dentist, or chiropractic physician; a licensed physician assistant, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; a licensed advanced registered nurse practitioner, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; or
- a licensed health care clinic 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:
  - a) has a licensed medical director;
  - b) has been continuously licensed for more than 3 years or is a publicly traded corporation; and
  - c) provides at least four of the following medical specialties: general medicine; radiography; orthopedic medicine; physical medicine; physical therapy; physical rehabilitation; prescribing or dispensing outpatient prescription medication; or laboratory services.

Automobile Medical Payments coverage does not include massage or acupuncture.

We will not pay for medical services, supplies or care that is not reimbursable under Medicare or workers' compensation law. If a healthcare provider takes action against the insured person to recover for services billed and not paid, we will defend and, if necessary, indemnify them up to the policy limits.

Notwithstanding the above limitation, we will pay: expenses not paid under Part III of the policy because of the eighty



Important notices

Policy number: 981 528 142
Policy effective date: March 1, 2022

percent limitation for medical expense benefits; expenses not paid under Part III of the policy or under any no-fault benefits in any other motor vehicle policy because all available medical expense benefits have been exhausted; or expenses for bodily injury sustained outside the state of Florida through being struck while in, on, getting into or out of, or struck while a pedestrian by a motor vehicle.

There is no coverage under Automobile Medical Payments for mileage costs for use of a personal vehicle.

This coverage is subject to the exclusions, terms and conditions described in the policy.

- Under Exclusions—What Is Not Covered, we have made several changes. In some cases, we have revised exclusions that were already a part of your policy; in other cases, we have renumbered exclusions and added new exclusions. All item numbers below refer to the items as reflected in the revised policy forms:
  - Item 2 we added wording to indicate that the
    exclusion applies to you or a resident relative while in,
    on, getting into or out of, or getting on or off of, an auto
    available or furnished for the regular use of you or a
    resident relative, which is not insured for this
    coverage.
  - Item 4 we revised this exclusion to state that we do not cover bodily injury to any person arising out of the use of an insured auto while used by an insured person to carry persons or property for any form of compensation, or the use of any auto an insured person is driving while available for hire by the public. The exclusion does not apply to shared-expense car pools.
  - Item 5 is added. It excludes coverage for bodily injury to any person arising out of the use of your insured auto while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an insured person, with some exceptions.
  - Item 6 is added. It excludes coverage for bodily injury to any person arising out of the ownership, maintenance, or use of a motor vehicle with less than four wheels.
  - Item 7 we added "leasing" to the list of examples of motor vehicle business operations. We have also eliminated certain language in light of the changes we made to item 4 (see above) and revised language pertaining to private chauffeurs and domestic servants while using an insured auto.
  - Item 8 we revised the exclusion pertaining to loss resulting from acts of war, insurrection, rebellion or

- revolution, providing an expanded list of excluded causes of loss.
- Item 10 we revised this exclusion to provide that we will reimburse the U.S. government when an insured receives medical treatment for the same cause of loss through a facility of the uniformed services.
- Item 11 we added a new exclusion which specifically excludes coverage for bodily injury to any person while in, on, getting into or out of, or getting on or off of, a trailer or travel-trailer while it is parked for use as a residence, or as an office, display space, or storage space.
- Item 12 we added a new exclusion which specifically excludes coverage for bodily injury to any person while in, on, getting into or out of, or getting on or off of, a trailer or travel-trailer that is not attached to an auto which is an insured auto. Note: The exclusion does not apply if the trailer or travel-trailer suddenly and accidentally becomes detached from the auto immediately before the accident.

#### Personal Injury Protection-Coverage VA

Personal Injury Protection pays for certain medical expenses, income loss, loss of services and death benefits for bodily harm, sickness, disease or death if it is the result of an accident arising from the ownership, maintenance or use of a "motor vehicle" (as defined under this coverage).

For medical expenses, Allstate will pay eighty percent of reasonable expenses; for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and ambulance, hospital and nursing services; which are medically necessary; only if the injured person receives initial services and care within 14 days after the motor vehicle accident. The methodology for determining the amount we will pay for such expenses shall, pursuant to the Florida Motor Vehicle No-Fault Law, be limited to eighty percent of the schedule of maximum charges set forth in the policy AND SHALL BE SUBJECT TO ANY AND ALL LIMITATIONS, AUTHORIZED BY SECTION 627.736 OF THE FLORIDA STATUTES, OR ANY OTHER PROVISIONS OF THE FLORIDA MOTOR VEHICLE NO-FAULT LAW, AS ENACTED, AMENDED OR OTHERWISE CONTINUED IN THE LAW, INCLUDING, BUT NOT LIMITED TO, ALL FEE SCHEDULES.

Where a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by the Florida Motor Vehicle No-Fault Law; and Allstate contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and



accept such contractually agreed amounts; then Allstate will pay that provider's bills at eighty percent (80%) of the contractually agreed rate.

Medical expense benefits provides reimbursement only for initial services and care: (i) that are lawfully provided, ordered or prescribed by a licensed physician, dentist or chiropractic physician; or (ii) that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or (iii) provided by a licensed person or entity which provides emergency transportation and treatment.

Upon referral from a provider described in (i) through (iii) above, follow up services and care consistent with the underlying medical diagnosis rendered may be provided, supervised, ordered or prescribed only by a licensed physician, chiropractic physician or dentist, or to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician or dentist, by a licensed physician assistant or a licensed advanced registered nurse practitioner.

Follow up services and care may also be provided by any of the following:

- 1. a licensed hospital or ambulatory surgical center;
- an entity wholly owned by one or more licensed physicians, chiropractic physicians, or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
- an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- 4. a licensed physical therapist, but only upon referral from: a licensed physician, dentist, or chiropractic physician; a licensed physician assistant, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; a licensed advanced registered nurse practitioner, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; or
- 5. a licensed health care clinic 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:
  - a) has a licensed medical director;
  - b) has been continuously licensed for more than 3 years or is a publicly traded corporation; and
  - c) provides at least four of the following medical specialties: general medicine; radiography; orthopedic medicine; physical medicine; physical therapy; physical rehabilitation; prescribing or dispensing

outpatient prescription medication; or laboratory services.

Medical expense benefits do not include massage or acupuncture.

We will not pay for medical services, supplies or care that is not reimbursable under Medicare or under Florida workers' compensation law. If a healthcare provider takes action against the injured person to recover for services billed and not paid, we will defend and, if necessary, indemnify the injured person up to the policy limits.

The applicable Personal Injury Protection limit(s) shown on the Policy Declarations for Medical Expenses, Income Loss, Loss of Services and Death Benefits is the maximum we will pay per injured person for any one motor vehicle accident, regardless of the number of vehicles insured under this or other policies. A \$10,000 aggregate per injured person limit applies to Medical Expenses, Income Loss and Loss of Services.

SUBJECT TO THAT \$10,000 AGGREGATE LIMIT, MEDICAL EXPENSES PER INJURED PERSON FOR ONE ACCIDENT are ALSO subject to EITHER a \$10,000 or a \$2,500 per injured person limit determined as follows:

A \$10,000 coverage limit for Medical Expenses applies to an injured person if:

- (a) a licensed physician;
- (b) a licensed dentist;
- (c) a licensed physician assistant; or
- (d) a licensed advanced registered nurse practitioner;

has determined that the injured person had an emergency medical condition.

However, a \$2,500 coverage limit for Medical Expenses applies to an injured person if:

- (1) a licensed physician;
- (2) a licensed dentist;
- (3) a licensed chiropractic physician;
- (4) a person or entity under part III of Florida Statutes Chapter 401 which provides emergency transportation and treatment;
- (5) a licensed physician assistant;
- (6) a licensed advanced registered nurse practitioner; or
- (7) a licensed physical therapist, based upon a referral by a provider described in (1), (2), (3), (5) or (6) above;

has determined that the injured person did not have an emergency medical condition.

There is a separate \$5,000 per injured person limit on death benefits.



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This coverage is subject to the exclusions, terms and conditions described in the policy.

#### **Deductibles**

Deductibles may apply under Personal Injury Protection. Please check the enclosed Policy Declarations for specific information on any deductibles which may apply to Personal Injury Protection-Coverage VA.

#### **Uninsured Motorists Insurance-Coverage ST**

Uninsured Motorists Insurance is provided if a premium is shown on the Policy Declarations for this coverage. Under this coverage, Allstate will pay only those damages which an insured person is legally entitled to recover from the owner or operator of an uninsured auto because of bodily injury sustained by an insured person caused by an accident and arising out of the ownership, maintenance or use of an uninsured auto. We will not pay any punitive or exemplary damages under this coverage. In addition, in order for us to pay for pain, suffering, mental anguish or inconvenience, the injury or disease must be described in one or more of paragraphs (a) through (d) of Florida Statute 627.737(2).

This coverage is subject to the exclusions, terms and conditions described in the policy.

#### **Protection Against Loss to the Auto**

The following coverages are two of the optional coverages which can be added to your policy for an additional premium. Your current policy provides only those coverages which are indicated on the enclosed Policy Declarations.

- Auto Collision Insurance-Coverage DD
  - Auto Collision Insurance pays for loss to your insured auto or a non-owned auto, including loss to an attached trailer, which results from a collision with another object, or by an upset of that auto or trailer.
- Auto Comprehensive Insurance-Coverage HH
   Auto Comprehensive Insurance pays for direct and
   accidental loss to your insured auto or non-owned auto
   which does not result from a collision. Here are some of
   the hazards covered: glass breakage, missiles, falling
   objects, fire, theft or larceny, explosion, earthquake,
   windstorm, hail, water, flood, malicious mischief or
   vandalism, riot, civil commotion, and collision with a bird
   or animal.

The deductible amount will not be subtracted from the loss payment for loss to the windshield of your insured auto or a non-owned auto.

There are several other optional coverages you may purchase, including:

• Roadside Coverage-Coverage JJ

- Transportation Expense-Coverage UU
- Sound System Coverage ZA
- Portable Electronics and Media Coverage-Coverage ZZ

Please read your policy for a full description of these coverages.

This coverage is subject to the exclusions, terms and conditions described in the policy.

- Under Exclusions—What Is Not Covered, we have amended the introductory language to say "We will not cover" losses described in the exclusions that follow. Additionally, in several of the exclusions that follow, we have used the broader term "loss" instead of words that might be interpreted more narrowly (such as "property damage," "any damage," etc.). Note: All item numbers below refer to the items as reflected in the revised policy forms:
  - Item 2 we revised this exclusion to state that we will not cover loss arising out of the use of an insured auto while used to carry persons or property for any form of compensation, or the use of any auto an insured person is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
  - Item 3 we added "leasing" to the list of examples of excluded motor vehicle business operations.
  - Item 4 we revised the exclusion pertaining to loss resulting from acts of war, insurrection, rebellion or revolution, providing an expanded list of excluded causes of loss.
  - Item 5 we revised the radioactive contamination exclusion, providing an expanded listing of nuclear, radiation and radioactive contamination losses not covered.
  - Item 6 we will not cover loss caused by and confined to wear and tear, freezing, mechanical or electrical breakdown, or mold, fungus, or bacteria. We have also rewritten the list of losses to which the exclusion will not apply.
  - Item 9 we will not cover loss to any personal electronic devices or recording media. The exclusion will not apply when you have purchased Portable Electronics and Media Coverage and the loss is covered under that coverage.
  - Item 11 we will not cover loss to appliances, furniture, equipment and accessories in or on a travel-trailer.
     The exclusion will not apply when you have purchased Contents Coverage and the loss to the item is covered under that coverage.

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- Item 12 -we will not cover an insured auto, trailer or travel-trailer while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an insured person.
- Item 13 we will not cover loss arising out of a racing contest, speed contest, or use of an auto at a track or course designed or uses for racing or high-performance driving.
- Item 15 this item has been added. It specifies loss due to conversion or embezzlement by any person who has the vehicle due to any lien or sales agreement is not covered.
- Item 16 this item has been added. Loss to home, office, store, display or passenger trailers or travel-trailers will only be covered if Auto Collision Insurance or Auto Comprehensive Insurance is listed on the Policy Declarations for the trailer or travel-trailer and the loss is covered under the listed coverage.
- Item 17 this item has been added. Loss to devices designed for the detection of radar or laser that can be used to evade law enforcement is not covered.
- Item 19 We will not cover loss to your insured auto, trailer or travel-trailer from a collision with another object or by upset of that auto, trailer or travel-trailer if, at the time of the loss, the auto was being operated by a licensed driver who was not listed on your Policy Declarations as a driver and who was either a resident of your household or a guest temporarily staying in your home. A person who joins your household or gets a driver's license must be listed on the Policy Declarations within 185 days. We will not apply this exclusion under certain circumstances described in the exclusion.

#### **Deductibles**

Deductibles may apply under some of the coverages listed under Protection Against Loss To The Auto. Please check the enclosed Policy Declarations for a listing of any of the above coverages your policy provides, and for information about any applicable deductibles.

#### **Additional Optional Coverages Allstate Offers**

The following is a list of the optional coverages which can be added to your policy if you choose to do so. Please note that adding any of these optional coverages to your policy requires an additional premium. Your current policy provides only those optional coverages which are indicated on your Policy Declarations. Please note that certain exclusions and limitations may apply to each specific coverage. Deductibles may also apply to these coverages.

- Collision for Custom Equipment Coverage CD\*
- Comprehensive for Custom Equipement Coverage CH\*
   Camper Unit Coverage—We will provide coverage for your camper unit which is designed for use as a temporary living quarters. You must pay an additional premium for this coverage, depending on which coverages are provided by the policy which insures the auto on which the camper unit is mounted.
- Lease or Loan Gap Coverage-Coverage LG
- Repair or Replacement Cost Coverage-Coverage RC
- Auto Replacement Protection-Coverage NC\*
- Identity Theft Coverage-Coverage IT
- Contents Coverage-Coverage HC\*
- \*not available for Allstate Indemnity policies

### The Cancellation And Non-Renewal Provision of Your Auto Policy

During the first two months following the date of issuance or renewal, you may not cancel your policy except:

- upon total destruction of the insured auto;
- · upon transfer of ownership of the insured auto;
- after the purchase of another policy or binder covering the auto which was covered under your policy; or
- in the event of a military assignment.

If your original policy has been in effect for 60 days or less, we may cancel for reasons other than non-payment of premium. However, during the first 60 days of your original policy, we may cancel for non-payment of premium if the reason for the cancellation is the issuance of a check, draft, electronic transaction, credit card or any remittance other than cash for the premium which is dishonored upon presentation, or honored and later reversed or dishonored, for any reason.

If you make an initial premium payment on your original policy that is dishonored upon presentation, or honored and later reversed or dishonored for any reason, we may deny any claim and we may void this entire policy, including any and all coverages hereunder. If we void the policy from its inception we will not be liable for any claims or damages that would have otherwise been covered in the absence of the non-payment of premium.

After your original or renewal policy has been in effect for 60 days, you may cancel your policy by notifying us what future date you wish to stop coverage.

After your original policy has been in effect for 60 days, or if it is a renewal policy, Allstate will not cancel your coverage during the policy period unless:

· the premium is not paid when due;



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- there is material misrepresentation, fraud or concealment of material facts;
- you or any member of your household has had a driver's license suspended or revoked; or
- we have mailed you notice within the first 60 days that the original policy has been in effect that we do not intend to continue the policy.

We may cancel the policy for non-payment of premium when due if the reason for cancellation is the issuance of a check, draft, electronic transaction, credit card or any remittance other than cash for the premium which is dishonored upon presentation, or honored and later reversed or dishonored for any reason.

After your original policy has been in effect for 60 days, or if it is a renewal policy, we will give you notice as follows:

- If we cancel because you did not pay the premium, we will give you at least ten days notice.
- If we cancel for any reason other than non-payment of premium, we will give you at least 45 days notice.

Upon expiration of the policy period, we may transfer the policy to another insurer under the same ownership or management as Allstate. We will mail you notice at least 45 days before the end of the policy period of our intent to transfer the policy and of the premium, and the specific reasons for any increase in the premium.

If we do not intend to continue the policy beyond the current policy period, we will give you notice at least 45 days before the end of the policy period.

We will not refuse to renew or continue this policy solely because:

- You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to: two such traffic violations within an 18-month period; three or more such traffic violations within a 36-month period; or exceeding the lawful speed limit by more than 15 miles per hour.
- You have had only one accident if we have insured the auto for a period of at least five years immediately preceding the renewal date.

We will mail any cancellation or non-renewal notice to you at your address shown on the Policy Declarations. Our mailing the notice of cancellation or non-renewal to you will be deemed proof of notice. A refund, if due, will be proportional to the time your policy has been in effect, but cancellation will be effective even though the refund is not made immediately.

- If you cancel, we will mail the unearned portion of any premium paid within 30 days after the effective date of cancellation or receipt of notice or request for cancellation, whichever is later.
- If we cancel, we will mail the unearned portion of any premium paid within 15 days after the effective date of cancellation.

If we mail a cancellation notice, after your policy has been in effect for 60 days, because you did not pay the required premium when due and you then tender payment by check, draft, electronic transaction, credit card or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that Allstate will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Any unearned premium under \$5.00 will be refunded only upon your request.

In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:

- pay the additional premium and maintain this policy in full force under its original terms; or
- cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

#### **How Auto Policies Are Surcharged**

Listed below are the different surcharges we use to calculate your auto insurance premium in certain special cases:

 Certified Risk Surcharge — We will apply a surcharge to Bodily Injury Liability, Property Damage Liability, and Personal Injury Protection coverages because of certain risks, for which an insured person is required to complete and file either an "Owner's Certificate to Cover the Described Automobile Only" or an "Operator's Certificate to Cover the Operation of Any Automobile."

These certificates are usually required for risks such as past convictions of driving under the influence of drugs or alcohol, leaving the scene of an accident, homicide or assault with an auto, speeding, or reckless driving.

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If you have any question about whether your policy has been surcharged, or about any surcharges made to your policy, please contact your Allstate Agent.

#### **Discounts Available With Auto Policies**

The following are brief descriptions of the discounts we offer if you qualify and they are available for your Allstate policy. The enclosed Policy Declarations provides a listing of all the discounts which have been applied to your policy.

When you originally applied for your policy, your Allstate Agent took the necessary information from you to give you both the correct rate and all of the discounts you qualified for. However, your situation may have changed since then, so you may want to contact your Allstate Agent to confirm that he or she has all the correct, updated information concerning you and your family. This way you can be sure that you are receiving all of the discounts for which you are eligible.

- Passive Restraint Discount—You may be eligible for this discount if you insure an auto with airbags or factory installed automatic motorized seatbelts.
- Defensive Driver Discount You may be eligible for this discount for any auto insured under your policy, as long as the principal operator of that auto:
  - is at least 55 years of age; and
  - has voluntarily attended and successfully completed a motor vehicle accident prevention course which is approved by the Florida Department of Highway Safety and Motor Vehicles; and
  - has not had a chargeable accident in the preceding three years. (not applicable for Allstate Property and Casualty policies)
- Anti-Lock Brake Discount You may be eligible for this
  discount if you own and insure an auto which is equipped
  with a factory installed anti-lock braking system for
  Allstate Fire and Casualty and Allstate Property and
  Casualty policies.

For Allstate Indemnity policies—You may be eligible for this discount if you own and insure an auto which is equipped with either:

- a factory installed anti-lock brake system on all four wheels, or
- a non-factory installed anti-lock brake system on two or four wheels.
- Anti-Theft Discount If you own and insure an auto which
  is equipped with a qualifying anti-theft device that is
  properly installed and maintained in working condition,
  you may be eligible for this discount.
- 55 and Retired Discount This discount is offered to drivers who are at least 55 years of age, are not presently

gainfully employed full time or seeking full time employment, and who meet other specifications.

- Farm Discount—You may be eligible for this discount if you are a farmer.
- New Car Discount—You may qualify for this discount if your vehicle is a current, first prior, or next subsequent model year and has not been previously titled.
- FullPay<sup>SM</sup> Discount—This discount is offered if you pay your entire policy premium by your renewal effective date.\*
- Allstate® Easy Pay Plan Discount—This discount applies when the policy premium is paid through the Allstate® Easy Pay Plan.\*
- Multiple Policy Discount—You may qualify for this discount if you currently have a Homeowners, Condominium Owners, Renters or Personal Umbrella (PUP) policy with Castle Key or another Allstate affiliate for Allstate Fire and Casualty policies.

For Allstate Property and Casualty and Allstate Indemnity policies—You may qualify for this discount if you currently have a Renters policy with Castle Key or another Allstate affiliate.

- Preferred Package Discount—You may qualify for this discount if you own a residential property and insure more than one auto on this policy.
- Allstate Auto/Life Discount<sup>SM</sup> You may qualify for this discount if you are the owner, insured or payor of a qualifying individual life insurance policy written prior to October 11, 2021, or mortgage term life insurance certificate written by an Allstate Agent prior to October 11, 2021.
- Electronic Stability Control Discount This discount applies to vehicles equipped with electronic stability control.
- Safe Driving Club Discount This discount is available to customers who have not been in an at-fault accident for a specific period of time.
- Homeowner Discount This discount is available to our customers who currently own a home, townhouse, condominium, mobile home or manufactured home for Allstate Fire and Casualty policies.
- Homeownership Discount You may be eligible for this discount if you own a home, townhome, condominium or mobile home in which you reside for Allstate Property and Casualty policies.

For Allstate Indemnity policies—We offer a discount to policies in which the insured and/or spouse is able to provide sufficient proof that he/she owns a home, townhome, condominium, or mobile home.



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- Smart Student Discount—This discount applies to young drivers who are unmarried, under the age of 25 and meet certain academic and other conditions.
- Responsible Payer Discount You may be eligible to receive this discount simply by paying your premium on time.\*
- Early Signing Discount You may be eligible for this
  discount if the application for your policy is completed
  seven or more days before the policy effective date, and if
  your policy has prior insurance with no lapse in coverage at
  New Business for Allstate Fire and Casualty and Allstate
  Property and Casualty policies.

For Allstate Indemnity policies—You may be eligible for this discount if the application for your policy is completed three or more days before the policy effective date at New Business, and if you have maintained at least six continuous months of liability insurance with no lapse in coverage at New Business.

- Alert Driving Discount—This discount is available to customers who have not been in a non-at-fault accident for a required period of time.
- Risk Avoidance Discount—Customers who have not had a claim under Comprehensive Coverage for a required period of time are eligible to receive this discount.
- Drivewise® —This discount is available to customers who
  participate in the Allstate Drivewise® Program. For more
  information regarding the program, please contact your
  Allstate Agent.\*
- eSmart Discount—This discount is available to customers who participate in the ePolicy program.\*
- Resident Student Discount You may be eligible to receive a discount on certain coverages if a student insured by your policy lives away at school while the car he or she drives remains at home. The Resident Student Discount will be applied to the car insured under your policy that is driven by a student under the age of 25 who lives at a school, college, or other educational institution located more than 100 miles from where the car is garaged.
- teenSMART™ Discount—You may qualify for this discount if an operator insured on your policy is under the age of 21 and has successfully completed the teenSMART™ program.
- Good Student Discount You may be eligible for this discount if the rated vehicle operator is unmarried, less than age 25, and meets certain academic requirements and other qualifications.
- Premier Discount—This discount applies to drivers who have been accident and violation free for 3 years and meet other qualifications.

- Premier Plus Discount This discount applies to drivers who have been accident and violation free for 5 years and meet other qualifications.
- Utility Discount—This discount is available for most pick-up trucks.
- Performance Discount—You may be eligible to receive a
  discount on certain coverages such as Bodily Injury,
  Personal Property Damage Liability Insurance, Automobile
  Medical Payments, Auto Collision Insurance, Auto
  Comprehensive Insurance, and Personal Injury Protection
  if you meet the eligibility requirements. Please contact
  your agent for more details on how you may qualify.
- Loyalty Discount—You will be eligible for this discount if your policy remains active with Allstate Indemnity Company with no lapse in coverage during the preceding policy term.
- The Good Hands People® Discount —This discount applies when the named insured or spouse provides requisite proof that they are a qualified member of an approved group.

\*This discount does NOT apply to the Allstate Fire and Casualty Insurance Company pay as you go telematics Policy.

Please remember that this outline contains just a brief summary of many of the provisions of your auto policy and that all coverages are subject to policy terms, conditions, limitations and availability. Please consult your policy for complete descriptions and details. If you have any questions regarding this outline of coverage, your auto policy or your other insurance needs, please contact your Allstate Agent.

XC7087-3

# Important Information About Your Auto Policy

The enclosed Policy Declarations lists important information about your policy, such as your address, the vehicles you've insured, the vehicle identification numbers (VIN) assigned to your insured vehicles, the drivers insured, and the coverages and coverage limits you've chosen. Your Policy Declarations also lists any discounts and surcharges applied to your policy.

Because much of the information found on your Policy Declarations is used to help us determine your premium, please be sure to review your Policy Declarations carefully each time you receive one. You may want to add coverage, delete coverage or change your coverage limits, or you may want to change the information concerning the vehicles or drivers your policy insures.



Another thing to keep in mind is that you may now qualify for discounts that you were not eligible to receive previously. For instance, Allstate offers discounts for:

- Unmarried young drivers, including students under the age of 25
- Drivers who have completed approved driver training courses
- Drivers who also own a home, townhouse, condominium, or mobilehome

Please contact your Allstate agent for additional information about discount qualifications, as well as other discounts that may be available to you.

#### **Making Changes to Your Policy**

If you need to make a change to any of the information listed on your Policy Declarations, please notify your Allstate agent as soon as possible. With a few exceptions, any changes will be effective as of the date you notify us.

If you have any questions about this notice, or if you need to update any of the information listed on the enclosed Policy Declarations, please contact your Allstate agent or 1-800-ALLSTATE (1-800-255-7828).

X72910-1

# Other Allstate Companies also offer automobile insurance—giving you additional protection options

We want to make sure you know that automobile insurance may be available subject to certain qualifications from different Allstate-branded companies—each with its own mix of price and coverage options. Although your current policy is with Allstate Fire and Casualty Insurance Company, automobile coverage from another Allstate-branded company can differ from your current policy in a number of ways, including:

- Price
- Coverage
- Features
- Discounts

# Things To Consider When Comparing Insurance Policies

When comparing different policies, you may want to consider the following:

- Price While another company may offer a lower premium today, the premium could change in the future. Be sure to consider this.
- Policy Features and Benefits Some of the policy features and benefits that your current policy has may not be available or carry over to the new company. Also, the new policy might not provide the same level of benefits as your current policy. And if you leave Allstate Fire and Casualty Insurance Company, you will not be able to return to that company or get the same rate.

#### **Your Allstate Agent Can Help**

Your Allstate Agent is here and can discuss any options that may be available to you and that you might be interested in. We want to thank you again for choosing Allstate to protect what's important to you.

X73804

# Please Check Your Policy Coverage Limits

When you purchased your automobile policy, you provided us with the value of your trailer. The insured value of your trailer, which you provided us, is shown on your Policy Declarations under the Collision Insurance and Comprehensive Insurance coverage limits. In the event of an accident or other covered physical loss to your trailer, the insured value is the most we would pay. However, we won't pay more than the actual value of the trailer, even if the insured value listed is greater.

However since that time, the value of your trailer may have changed and the value that you selected may not provide you with the right level of coverage. That's why we strongly suggest that you carefully review your trailer value at each renewal to make sure it continues to meet your insurance needs.

Also, take a few minutes to review the coverages and related limits on your automobile policy, and if you have any questions about this notice or your policy, please contact your Allstate Agent or representative.

XC3691

# Important Information About Uninsured Motorists Coverage-Coverage ST

Please refer to the Uninsured Motorists Coverage-Coverage ST limits on the attached Policy Declarations. And please read the information below regarding Uninsured Motorists



Important notices

Policy number: 981 528 142
Policy effective date: March 1, 2022

Coverage to determine if you have the type of coverage you want.

#### What Does Coverage ST Offer?

Uninsured Motorists Coverage-Coverage ST provides protection, subject to the terms and conditions of your policy, for bodily injury sustained in an accident caused by the driver of an uninsured motor vehicle which includes:

- Motor Vehicles with no liability insurance in effect at the time of the accident,
- Hit-and-run motor vehicles,
- Motor vehicles insured by insurance companies that deny coverage,
- Motor vehicles insured by insurance companies that become insolvent within 4 years from the date of the accident (this coverage is excess over any obligations assumed by the Florida Insurance Guaranty Association to pay claims),
- An insured motor vehicle when the liability insurer thereof excludes liability coverage to a person who is not a member of your family whose operation of an insured vehicle results in injuries to you or a resident relative, and
- An underinsured motor vehicle which includes a motor vehicle whose liability limits are less than the amount of the damages the insured person is legally entitled to recover.

#### What Are Your Available Coverage ST Options?

- 1. You may select Uninsured Motorists Coverage in an amount equal to your limits for Bodily Injury Liability Coverage-Coverage AA.
- 2. You may select Uninsured Motorists limits which are lower than your Bodily Injury Liability limits.
- 3. Or, you may reject Uninsured Motorists Coverage.

#### **Non-Stacked and Stacked Coverage Options**

Your Policy Declarations show whether you have non-stacked or stacked Uninsured Motorists Coverage.

With non-stacked coverage, your Coverage ST limits (if any) will not be added together to pay for damages you sustain in an accident. Therefore, if you are injured in a vehicle insured under your policy, Coverage ST provides you with protection only to the extent of your coverage limits shown on your Policy Declarations for that vehicle. If you are injured in someone else's vehicle, or you are struck as a pedestrian, you may select the highest limits for Coverage ST available on any one vehicle

insured under your policy. You pay a reduced rate for non-stacked coverage compared to stacked coverage.

With stacked coverage, your Coverage ST limits for each vehicle insured under your policy are added together (stacked) to pay for damages you sustain in an accident. Thus, the Coverage ST limits available to you would automatically change during the policy period if you increase or decrease the number of autos insured under your policy.

Please contact your Allstate agent if you would like to change any of your coverage options or if you have any questions about Uninsured Motorists Coverage. Your Allstate agent can help you determine what coverages are available so you can select the coverage of your choice.

(ed. 01/2015)

X5402-1v1

# State-Required Information Regarding Mandatory Insurance Coverage

This notice is being provided for your information only. It's important that you understand what will happen if your auto policy is cancelled or non-renewed, or if you let your coverage lapse. If you have any questions after reading this notice, please do not hesitate to contact your agent.

We are obligated by law to report the cancellation or non-renewal of any auto policy which provides personal injury protection benefits to the Florida Department of Highway Safety and Motor Vehicles. If you fail to maintain personal injury protection and property damage liability insurance on a motor vehicle when required by law, you may lose your registration and driving privileges in the state.

If your registration and driving privileges are suspended, you may reinstate them by obtaining an auto insurance policy which includes personal injury protection coverage and property damage liability insurance, as required by law, and paying a nonrefundable reinstatement fee of \$150.00. This fee will increase to \$250.00 for a second reinstatement, and to \$500.00 for each reinstatement after the second during the three years following the first reinstatement.

The coverages and the coverage limits currently provided by your policy are listed on the enclosed Policy Declarations. Please review your coverage information, and if you have any questions about your policy or your insurance coverage in general, please contact your agent.

X6988

981 528 142 March 1, 2022



You May Request That We Reorder Your Credit Report

Agent for a mileage verification form to record two odometer readings that are at least 90 days apart.

X73655-2

Like many insurance companies, when we consider your eligibility for coverage, we review your credit report and base your premium partly on this information.

We reorder your credit report(s) every two years, but if you would like us to use updated credit information to determine your premium, you can request that we order it sooner.

The rate for your premium will only decrease or remain the same if we reorder your credit report. If your credit history has improved, we will adjust your premium. Please be aware that, depending on when you request a credit reorder, we may not be able to apply any premium change to this policy renewal; if so, it will take effect at your <u>next policy renewal</u>. Several factors, including any policy changes you might make, can also affect the amount of your premium.

You can learn more by visiting allstate.com. If you'd like us to use updated credit information to determine your premium, please call your agent.

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#### **Your Vehicle Mileage Information**

One of the factors that may influence your auto premium is how many miles you put on your vehicle each year. Allstate may obtain information from a third-party vendor or a plug-in telematics device used by some Allstate programs that indicates the annual number of miles your vehicle(s) is driven. Currently, we're showing you drive the following annual miles:

Vehicle: 2016 Ford Truck F250 4wd VIN: 1FT7W2BT5GEC95318 Previous Mileage Band: 9.001 - 10.500.

Current Mileage Band: 9,001 - 10,500.

Vehicle: 2021 Jeep Wrangler
VIN: 1C4HJXDN3MW790640
Previous Mileage Band: 7,501 - 9,000.
Current Mileage Band: 7,501 - 9,000.

Vehicle: 2020 FVCH

VIN: 4X4TCKY25LK063488

**Previous Mileage Band:** 

Current Mileage Band: 20,000 or more

If you need to update the annual mileage on any of the above vehicle(s), you can easily do that. Simply contact your Allstate

