PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND CRISTI'S DANCE STUDIO FOR

THIS AGREEMENT is made between **Cristi's Dance Studio**, a Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL**, **FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

INSTRUCTIONAL DANCE PROGRAM

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Instructional Dance Program (the "Project"); and

WHEREAS, the City desires to engage the Provider to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

1. <u>Scope of Services/Deliverables.</u>

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference.
- 1.2 The "Scope of Services" includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 The term of this agreement shall become effective upon execution by both parties and shall remain in effect through 3 (3) years after the execution date, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this agreement for two (2) additional one (1) year terms.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. Compensation and Payment.

3.1 The Provider shall be compensated in the following manner:

In consideration of and in connection with the programs, and activities, described herein, the Provider shall be paid 70% of each registration fee paid by a participant exclusive of the non-resident surcharge which will be retained by the City and shall not be included in the monthly gross income calculation.

The City will be responsible for the registration process and collection of all registration fees from the participants. The City will pay seventy percent (70%) of the fees generated from participant registration and membership fees, excluding the non-resident surcharge in the form of a check. Payment from the City will be made at the conclusion of each session.

It is the responsibility of the Provider to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

4. Sub-providers.

- 4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.
- 4.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

5. City's Responsibilities.

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.
- 5.4 The City will approve the operating budget for services performed under this Agreement.

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by a Recreation Program management provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Service, upon written notification from the City Manager, the Provider shall at Provider's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.
- 6.3 The Provider will be responsible for their own storage space and equipment.

7. **Termination.**

- 7.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 7.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 7.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. Insurance.

8.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by (Exhibit "B"). The insurance carrier shall be qualified to do business in the

- State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 8.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

9. Nondiscrimination.

9.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

10. Attorneys' Fees and Waiver of Jury Trial.

- 10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. <u>Indemnification</u>.

11.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment

- or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement.
- 11.2 The provisions of this section shall survive termination of this Agreement.
- 11.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

12. Notices/Authorized Representatives.

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:

Hernan M. Organvidez

Acting City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166

With a Copy to:

Luis Figueredo, ESQ.

City Attorney

8401 NW 53rd Terrace

Doral, FL 33166

For The Provider:

Cristina Bolt

President / Director 13140 SW 21 Street Miami, FL 33175

13. **Governing Law**.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

14. <u>Entire Agreement/Modification/Amendment.</u>

- 14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15. Ownership and Access to Records and Audits.

- 15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 15.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 15.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. Non-assignability.

16.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

17. Severability.

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

18. <u>Independent Contractor.</u>

- 18.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 18.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

19. **Compliance with Laws.**

19.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.

20. Waiver

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. Survival of Provisions

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition of Contingency Fees.**

22.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. Counterparts

23.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

24. Removal of Unsatisfactory Personnel

24.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub provider. The Provider shall respond to the City within seven calendar days of receipt of such request with either the removal and replacement of such personnel or with written justification as to why removal is not warranted. All decisions involving personnel will be made by Provider. Such request shall solely relate to said employees work under this agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

25. Force Majeure

25.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

26.2 In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then either party may elect to terminate or suspend this Agreement by a written notice.

each signature: The City, signing by and th	execute this Agreement on the respective dates under trough its City Manager, attested to by its City Clerk, covider by and through its, whose execute same.
Attest:	CITY OF DORAL
Connie Diaz, City Clerk	By: No September 1997
Approved As To Form and Legal Sufficiency for And Reliance of the City of Doral Only:	or the Use
Luis Figueredo, ESQ. City Attorney	
	PROVIDER
	By: Chalt
	Its: Owner / director Date: 4/21/22

Exhibit A

Scope of Services

Section 1- Provider Responsibilities

- 1.1 The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services, such form set forth as Exhibit D hereto.
- 1.2 The Provider and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "Department", will agree upon class schedules, as well as any potential related activities. Provider agrees to submit a Program Request Form to the Department for each class being proposed not less than four (4) weeks prior to the beginning of each session. All such forms shall be deemed to form a part of this Agreement. Classes and other programs should allow for setup time for back to back classes.
- 1.3 Provider must meet minimum student enrollment of five (5) participants based upon the type of program as described below in Article 5.0 titled "Activity Classifications and Class Size Minimums". The City will provide the classroom or field/court space with a maximum of thirty (30) participants per class. *The Provider agrees to take daily attendance of all students registered for the class.*
- 1.4 The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and 20% more for non-residents of Doral. The entire balance of this surcharge for non-residents shall be paid to the City. Provider may not charge more than the approved rate listed on Exhibit "D".
- 1.5 The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 1.6 The Provider agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.

- 1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.
- 1.8 Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. <u>The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.</u>
- 1.9 The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider.
- 1.10 The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement. The City reserves the right to cancel game or practice sessions for City sanctioned activities or events and agrees to notify Provider of said cancellations in writing.
- 1.11 All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department. The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- 1.12 Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 1.13 The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- 1.14 Although the City shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the City's and

Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class or to otherwise disrupt the other on-site activities being offered at such public facilities.

- 1.15 The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.
- 1.16 If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with the City's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. The City will furnish the Provider with a background release form (Exhibit "C") for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will come in contact with a child at the Provider's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. If the Provider has recently had a background screening conducted by another agency, the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening. Provider and its employees must also execute a Waiver of Release and Liability (Exhibit "F").

The City shall require all participants in the programs to sign a Waiver and Release of Liability located on the Registration Form, a copy of which is attached hereto as (**Exhibit** "F").

1.17 The City shall be compensated in the following manner:

In consideration of the releases and indemnities contained herein and of the Provider's Services in connection with the classes, programs, and activities, described herein, the City shall be entitled to 100% of the fees paid by participants and the Provider should be paid an hourly rate of no more than \$50/hr.

The City will be responsible for registration process and collection of all registration fees from the participants. The City will pay in the form of a check. Payment from the City will be made at the conclusion of each session.

It is the responsibility of the Provider to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

- 1.18 Provider will be subject to Program Quality Assessments by City (Exhibit "E").
- 1.19 The Provider shall have the necessary capabilities to provide Virtual Programming to the community in the case that City facilities are closed for an extended period of time.

EXHIBIT "B" MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence\$1,000,000Policy Aggregate\$1,000,000Personal & Advertising Injury\$1,000,000Products & Completed Operations\$1,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured Primary Insurance Clause Endorsement Waiver of Subrogation in favor of City Sexual Abuse and Molestation Premises and Operations Liability

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage Combined Single Limit Any Auto/Owned Autos or Scheduled Autos Including Hired and Non-Owned Autos Any One Accident

\$300,000

Coverage / Endorsement Required

Employees are covered as insureds

City of Doral included as an additional insured

III. Workers Compensation

Statutory-State of Florida

Include Employers' Liability Limits (If Applicable):

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

- IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.
- V. Accident Medical/Participant Legal Liability (If Applicable) \$25,000 Limit/Excess

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder:

City of Doral, Florida 8401 NW 53rd Terrace Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.



Exhibit "C"

Parks and Recreation BACKGROUND CHECK RELEASE FORM

☐ VOLUNTEER ☐ CONTRACTUAL ☐ EMPLOYEE

CHECK UNDER THE CITY	OF DORAL'S VOLUNTEER/ DNSULTANTS, INC., HAS BEEN	DRAL TO CONDUCT A CRIMINAL BACKGRO EMPLOYMENT POLICY. I UNDERSTAND I SOLICITED BY THE CITY OF DORAL TO CONI ES/VOLUNTEERS.	THAT
	SUBMITTED, IN MAKING A	DUND CHECK WILL BE CONSIDERED, ALONG DECISION REGARDING MY SUITABILITY A	
CURRENT PERSONAL DA	ATA		
NAME			
SOCIAL SECURITY NUMBER		DATE OF BIRTH	
PRESENT ADDRESS			
CITY	STATE	ZIP	
AFFILIATES, ASSOCIATES, AN	d anyone acting on t arising from or relate	CHECK AND RELEASE THE CITY OF DORAI THEIR BEHALF FROM ANY AND ALL CLAIM D TO THE PREPARATION OF THE INFORMA ND THE DISCLOSURE OF SUCH INFORMATION	S OR
CONTAINED IN THE CRIMINA			
		DATE	
CONTAINED IN THE CRIMINA EMPLOYMENT/VOLUNTEER PI	URPOSES.	DATE	I FOR
CONTAINED IN THE CRIMINA EMPLOYMENT/VOLUNTEER PI	ve applicant's information is to be		I FOR
CONTAINED IN THE CRIMINA EMPLOYMENT/VOLUNTEER POSITION OF THE SIGNATURE Office Use Only: The above	re applicant's information is to be	DATE	I FOR

Signature of person making this request _____

EXHIBIT "D"

PROGRAM REQUIRE LINGS

Individuals alternated in prognosing their programs and sometime must correlate and nature this town attached to the Request for Proposals. At program has been suggest to century discounts of 25.5. on white (SOX per string) off of the registration case. Discount only applies to Donel residents and with proper military (ii). This information will be used for consideration of program proposate. Use save form pay programs Here of Program Digence Minis Halloport Ages from 5 Daylet of the week program is observed Turnsday/5 and Thursday/5 Time of Program from 5:15 PM Program Oales: hom. Program For \$12 per class Marrie 10 Paggyan Employed: Minimum T Minimum to be supplied by partitioning halfet schools and halfet tights Metadata to be supplied by Provider Uniferm __music_ Materials to be supplied by the Ohr. Interest. Additional Program Repulsprients: Fig.(: 4.) Pour of Cooker Cristian Ball Action 15517 Std 13 Terrace cey/sees/20 cook fligmi, FL 33194 Phone Number 186 705 107.1c Fax -

tree Constinatel & gmail tam

EXHIBIT "D"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form							
attached to the Request for Proposal. All program fees are subject to military discounts of 25%							
per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and							
with proper military ID. This information will be used for consideration of program proposals. U							
one form per program.							
Name of Program: First Steps Dance							
Participant Ages: from							
Day(s) of the week program is offered: Tuesdays and Thursdays							
Time of Program: from 4:30 pm to 5:15 pm							
Program Dates: from to							
Program Fee: \$12 per class							
Program Enrollment: Minimum 7 Maximum 20							
Materials to be supplied by participants: hallet shoes and ballet tights							
Materials to be supplied by Provider: Uniform, music							
Materials to be supplied by the City: Stereo							
Additional Program Requirements: Non-e							
Point of Contact: Cristing Balt							
Address: 15517 SW 13 Terrace							
City/State/Zip Code: Miami, FL 33194							
Phone Number: 786. 205. 1026 Fax:							
E-mail: Cristina bolt @ gmail. com							
Company of the state of the sta							

EXHIBIT "D"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Request for Proposal. All program fees are subject to military discounts of 25% per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and with proper military ID. This information will be used for consideration of program proposals. Use one form per program. Name of Program: Dance Juniors Participant Ages: from _ Day(s) of the week program is offered: Tuesdays Time of Program: from 6:00 PM Program Dates: from Program Fee: \$12 per class Maximum_20 Materials to be supplied by participants: ballet shoes and ballet tights Materials to be supplied by Provider: Uniform, music Materials to be supplied by the City: Atereo Additional Program Requirements: <u>Non-e</u> Point of Contact: Cristing Balt Address: 15517 SW 13 Terrace City/State/Zip Code: Miami, FL 33194 Phone Number: 186. 205. 1026 Fax: __

E-mail: Cristinabolt @ gmail. com



EXHIBIT "E" - Program Provider Quarterly Assessment

Provider								
Date								
Session								
50351011				- John L				
Program	Assessm	nent Port	ion					
110814111	7.0000011	iciici oi c						
Criteria:								
Registrants -	Capacity an	d residents			Quarterly S	Survey		
5 points	<80% and <	80% Res			15 points	90% Satisfied		
4 points	<70% and <	70% Res			12 points	85% Satisfied	Section of	
3 points	<60% and <	60% Res			9 points	80% Satisfied		
2 points	<50% and <	50% Res		Subsective a	6 points	75%Satisfied		
1 point	>50% or >50	0% Res		Total Car	0 points	70% or less Sati	sfied	
Total Capaci						s to heristan		
	Registered	% of Cap	% Resident	Points		Satisfaction Sur	vey	
1st Month					4	% Satisfied	255	
2nd Month			ļ		4	Points		
3rd Month								
				1st N	Monthly noint	ts		
						ts		
						ts		
						ey		
		Tota	l Points for Pr	ogram Asse	sment Portio	n	No.	
Notes:								
City:								
	Access to							
Provider:						sith		
Tovider.								
		-		-1				
		Quarterl	v Accessment	continued o	n hackside			1

Provider Assessment Portion

Criteria:

Full payment and correct reports			
5 points	14th of mon	th	
3 points	End of month		
1 point	Next month		

Spot Check	ks - Badges, Conduct, Time
5 points	no issues
4 points	1 issue
3 points	2 issues
2 points	2 issue
1 point	3 issues or more

Scores:

	Date rec.	points
1st Month		
2nd Month		
3rd Month		

	Offenses	points
1st Month		
2nd Month		
3rd Month		

Notation of Issues _____

Standings

Criteria:

Standing for Each

Assessment

points	standing
27-30	Excellent
24-26	Good
0-23	Poor

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

Coordinator Signature			
Provider Signature			

EXHBIT "F"

CITY OF DORAL WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

TO THE CITY OF DORAL: in consideration of the opportunity afforded to me or my minor child/ward to participate in the activity described in the Registration Form at:

Morgan Levy Park, 5300 NW 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street /

Doral Glades Park, NW 98th Place / Doral Legacy Park, 11400 NW 82nd Street / Doral Central Park, 3000 NW 87th Avenue /

Downtown Doral Park, 8395 NW 53nd Terrace / Doral Government Center, 8401 NW 53nd Terrace.

(Name and Address of Facility)

- I, the undersigned, on behalf of myself or my child/ward named in the Registration form, do freely agree to make the following contractual representations and agreements.
- I, on behalf of myself or my child/ward named in the Registration Form, acknowledge and understand that participation in the activity involves the risk of serious injury, including permanent disability and/or death and severe social and economic losses.
- i, on behalf of myself or my child/ward named in the Registration Form, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury which may occur as a result of me or my child/ward's participation in such activity and will indemnify and hold harmless form any and all liability to release, waive, discharge, and covenant not to sue the City of Doral, its officers, agents, employees, and volunteers from any and all liability or claims which may be sustained by me, my minor child/ward, or a third party directly or indirectly in conjunction with, or arising out of participation in the activity described herein, whether caused in whole or in part by the negligence of the City of Doral or otherwise.
- I, on behalf of myself or my child/ward named in the Registration Form, grant permission to transport the participant to and from events, activities, programs, etc. when required and hold harmless those who transport.
- I, on behalf of myself or my child/ward named in the Registration Form, also agree to allow transportation of the participant to the nearest physician or hospital for medical treatment and agree for immediate first aid to injured person when deemed necessary.

PHOTO RELEASE

I give permission for any photograph, video tape, or any other form of audio visual record of myself or my child's participation with the City of Doral Parks and Recreation Department to be used by the City of Doral for publicity purposes.

I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and I agree that, if any portion of this Registration Form is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant Name:		
Name of Parent/Guardian:		
Signature (Parent/Guardian if participant is a Minor):	***	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) CONTACT Maria Santelices Coastal Insurance Group PHONE (A/C, No. Ext): 305-887-5999 E-MAIL ADDRESS: msantelices@coastalinsgroup.com FAX (A/C, No): 305-887-7809 150 Westward Drive Miami Springs FL 33166-1660 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : USLI 25895 CRIST-5 INSURED INSURER B: Cristis Dance Studio INSURER C: Cristina Bolt. 13140 SW 21 Street INSURER D: Miami FL 33175 INSURER E : INSURER F **COVERAGES CERTIFICATE NUMBER: 675014236 REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER INSD WVD X COMMERCIAL GENERAL LIABILITY GL 1099123A 5/20/2022 5/20/2023 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED CLAIMS-MADE X OCCUR \$ 100,000 PREMISES (Ea occurrence) MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 POLICY Loc \$ INC. PRODUCTS - COMP/OP AGG \$ 300,000 OTHER: Molestation or Abuse COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS \$ UMBRELLA LIAB EACH OCCURRENCE \$ OCCUR **EXCESS LIAB** AGGREGATE CLAIMS-MADE RETENTION \$ DED \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) DANCE CLASSES/SCHOOl-Summer Camp-School other than non profit.

CERTIFICATE HOLDER	CANCELLATION
City Of Doral	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
11400 NW 82 Street Doral FL 33178	AUTHORIZED REPRESENTATIVE

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Certificate holder is listed as additional insured

Insurance policy includes Molestation and Abuse Liability coverage.



Auto Home and Life 1500 NW 89th Ct #218 Doral FL 33172-2649

Information as of April 19, 2022

Page 1 of 2

Policyholder(s)

Cristina M Bolt, Juan Bolt

Policy number **971 612 705**

Your Allstate agency is **Auto Home and Life**(305) 447-2247

JUANALVAREZ@ALLSTATE.COM

Continue enjoying great savings and quality protection

We're 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.

We'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 your Allstate Agent a call at (305) 447-2247. It's our job to make sure you're in good hands.

(ed. 3)

Sincerely,

Julie Parsons
President, Allstate Fire and Casualty Insurance Company

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 <u>Allstate.com/support</u> 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 <u>Allstate.com/support</u> 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, Ilamar al 1-800-979-4285.

A guide to your renewal package









Proof of Insurance ID Cards Your insurance cards are legally required, so please keep them in your vehicle at all times.

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

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

Simple 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.

Thank you for choosing Allstate



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.

Allstate.

Allstate.

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.

Florida Automobile **Insurance Identification Card**

Allstate Fire and Casualty Insurance Company

POLICY NUMBER 971 612 705

-09388

 □ PERSONAL INJURY PROTECTION BENEFITS A PROPERTY DAMAGE LIABILITY

Cristina M Bolt, Juan Bolt

Allstate.

05/30/22

LIABILITY

BODILY INJURY

Florida Automobile **Insurance Identification Card**

Allstate Fire and Casualty Insurance Company

-09388

☑ PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY

Cristina M Bolt, Juan Bolt

Allstate.

05/30/22

☒ BODILY INJURY

LIABILITY

YEAR / MAKE / MODEL 2021 Volvo Xc90

VEHICLE ID NUMBER YV4BROCK2M1758768

YEAR / MAKE / MODEL 2021 Volvo Xc90

VEHICLE ID NUMBER YV4BROCK2M1758768

Florida Automobile **Insurance Identification Card**

Allstate Fire and Casualty Insurance Company

POLICY NUMBER 971 612 705

COMPANY CODE -09388

<u>EFFECTIVE DATE</u> **05/30/22 BODILY INJURY**

 □ PERSONAL INJURY PROTECTION BENEFITS PROPERTY DAMAGE LIABILITY Cristina M Bolt, Juan Bolt

LIABILITY

Allstate.

Florida Automobile **Insurance Identification Card**

Allstate Fire and Casualty Insurance Company

POLICY NUMBER 971 612 705

COMPANY CODE -09388

<u>EFFECTIVE DATE</u> **05/30/22**

Allstate.

PERSONAL INJURY PROTECTION BENEFITS PROPERTY DAMAGE LIABILITY

BODILY INJURY

Cristina M Bolt, Juan Bolt

YEAR / MAKE / MODEL 2016 Honda Accord

VEHICLE ID NUMBER 1HGCR2F56GA191897



YEAR / MAKE / MODEL 2016 Honda Accord

VEHICLE ID NUMBER 1HGCR2F56GA191897 NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

Renewal auto policy declarations

Policy number:

971 612 705

Policy effective date:

May 30, 2022





Coverage detail for 2016 Honda Accord

Coverage	Limits	Deductible	Premium
Personal Injury Protection		\$0	\$167.08
Death Benefit	\$5,000 each person		
Aggregate Medical Expenses (Emergency or Non-Emergency	\$10,000 each person		

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	\$180.61
Auto Comprehensive Insurance	Actual cash value	\$500	\$51.52
Automobile Liability Insurance			
Bodily Injury	\$250,000 each person \$500,000 each occurrence	Not applicable	\$382.44
 Property Damage 	\$300,000 each occurrence	Not applicable	\$122.68
Collision for Custom Equipment	Not purchased*		
Comprehensive for Custom Equipment	Not purchased*		11727
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	Not purchased*		
Auto Replacement Protection	Not purchased*		
Automobile Medical Payments	Not purchased*		
Portable Electronics and Media	Not purchased*		
Sound System	Not purchased*		
Total premium for 2016 Honda Accord			\$931.79

^{*} 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 1HGCR2F56GA191897

Rating information

Owns residence



Renewal auto policy declarations

Policy number:

971 612 705

Policy effective date:

May 30, 2022

Coverage detail for 2021 Volvo Xc90

Coverage	Limits	Deductible	Premium
Personal Injury Protection		\$ O	\$79.56

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	\$290.09
Auto Comprehensive Insurance	Actual cash value	\$500	\$113.35
Automobile Liability Insurance			
Bodily Injury	\$250,000 each person \$500,000 each occurrence	Not applicable	\$263.72
Property Damage	\$300,000 each occurrence	Not applicable	\$95.03
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	Not purchased*		
Auto Replacement Protection	Not purchased*		
Automobile Medical Payments	Not purchased*		
Portable Electronics and Media	Not purchased*		

(continued)

Renewal auto policy declarations

Policy number:

971 612 705

Policy effective date:

May 30, 2022





Coverage	Limits	Deductible	Premium
Sound System	Not purchased*		
Total premium for 2021 Volvo Xc90			\$869.21

^{*} 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 YV4BROCK2M1758768

Rating information

Owns residence

Lienholder

Volvo Car Financial Services

Interested party

Volvo Car Financial Services

Additional coverage

verage	Limits	Deductible	Premium
tomobile Death Indemnity Insurance	\$10,000 benefit	Not applicable	Included
ntity Theft Expenses	Not purchased*	d has a same dadis policy with lensi an	4
ntity Theft Expenses	Not purchased*		espelje

^{*} 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.

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 ACR209
- 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.

(continued)



Policy number:

971 612 705

Policy effective date:

May 30, 2022

Important payment and coverage information (continued)

- ► 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 (305) 447-2247.

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

President

Policy countersigned by Auto Home and Life

Julie Parsons

Susan L. Lees Secretary

Swan L Lees

Important notices

Policy number:

971 612 705

Policy effective date:

May 30, 2022





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.

X7137

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.

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



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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
- 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:
 - 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

971 612 705 May 30, 2022

Page **3** of 12



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



971 612 705 May 30, 2022

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;
- 3. an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
- 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
 - 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-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.



Policy effective date:

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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.
- FullPaySM 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 DiscountSM —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,
- **Electronic Stability Control Discount**—This discount applies to vehicles equipped with electronic stability
- 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.



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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

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 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

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 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?

- You may select Uninsured Motorists Coverage in an amount equal to your limits for Bodily Injury Liability Coverage-Coverage AA.
- 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

You May Request That We Reorder Your Credit Report

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 all state.com. If you'd like us to use updated credit information to determine your premium, please call your agent.

X67520-2





JIMMY PATRONIS CHIEF FINANCIAL OFFICER

STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/16/2022

EXPIRATION DATE: 5/15/2024

PERSON: CRISTINA M BOLT

EMAIL: CRISTISDANCE@GMAIL.COM

FEIN:

650896464

BUSINESS NAME AND ADDRESS:

CRISTI'S DANCE STUDIO AT DORAL, CORP.

15517 SW 13 TERRACE

MIAMI, FL 33194

SCOPE OF BUSINESS OR TRADE:

Athletic Sports or Park: Noncontact Sports

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01535000

QUESTIONS? (850) 413-1609

RESOLUTION No. 22-66

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING REQUEST FOR PROPOSALS #2022-06 "RECREATIONAL PROGRAMMING" TO TOP RANKED FIRMS FOR RECREATIONAL PROGRAMMING: AUTHORIZING THE CITY MANAGER TO **NEGOTIATE AND ENTER INTO AN AGREEMENT WITH CRISTI'S** STUDIO. ALMAR **GEMIGNANI** CORP. ORCHESTRAL FOUNDATION. STRATOS KEY GROUP INC. AND **PROVISION** ARTESDORA **FOR** THE OF **PROVIDING RECREATIONAL PROGRAMMING FOR A PERIOD OF THREE (3)** YEARS WITH TWO (2) ONE (1) YEAR RENEWALS; PROVIDING FOR IMPLEMENTATION: AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Proposals ("RFP") # 2022-06 "Recreational Programming" on February 24, 2022 for the provision of providing Recreational Programming Services; and

WHEREAS, nine people, representing eight (8) firms attended the mandatory prebid meeting which was held on March 8, 2022. Seven (7) proposal submittals were received on March 25, 2022 with five (5) submittals meeting the required criteria; and

WHEREAS, an evaluation meeting for phase I was held on April 1, 2022 where submittals received were scored. The committee determined that based on a Three Hundred (300) Total Point System the firms ranked as follows:

1. Cristi's Dance Studio	289
2. Almar Gemignani Corp	267
3. Siman Orchestral Foundation	261
4. Stratos Key Group Inc	260
5. ArtesDora	259
6. Alejandro Cortes	Disqualified
7. American Laboratory Theatre	Disqualified

WHEREAS, The City Manager's office respectfully requests approval from Mayor and Members of the City Council to award RFP# 2022-06 "Recreational Programming" to the top Five (5) ranked firms for Recreational Programming and authorize the City Manager to negotiate and enter into an agreement with Cristi's Dance Studio, Almar Gemignani Corp, Siman Orchestral Foundation, Stratos Key Group Inc, and ArtesDora for the provision of providing Recreational Programming Services for the City of Doral Parks & Recreation Department for a period of three (3) years with two (2) one (1) year renewals. All five providers being awarded are current providers in our community centers with a strong following and positive feedback from the community; and;

WHEREAS, the City and the provider will split the revenue generated from the program's registration on a 75%-70% / 25%-30% split (75%-70% Provider / 25%-30% City) with either the provider or the City handling all registrations. The revenue split will be paid by the provider to the City and deposited into GL account 001.9000.347405 (Recreation-Community Center). Senior programming will be paid on an hourly/per class rate, instead of a revenue share. Any program expenses will be paid from account 001.90005.500340 (Contractual Services) and will not exceed budgeted funds;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Council-members hereby approve the award of Request for Proposals #2022-24 to the Five (5) top ranked firms for Recreational Programming Services and authorize the City Manager to enter into

an agreement with Cristi's Dance Studio, Almar Gemignani Corp, Siman Orchestral Foundation, Stratos Key Group Inc, and ArtesDora for the provision of providing Recreational Programming Services for the City of Doral Parks & Recreation Department for a period of three (3) years with two (2) one (1) year renewals on a revenue share 75%-70% / 25%-30% split (75%-70% Provider / 25%-30% City). Senior programming will be paid on an hourly/per class rate, instead of a revenue share. Any program expenses will be paid from account 001.90005.500340 (Contractual Services) and will not exceed budgeted funds. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City.

<u>Section 3.</u> <u>Implementation.</u> The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

<u>Section 4.</u> <u>Effective Date.</u> This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez

Yes

Vice Mayor Digna Cabral

Not Present at time of Vote

Councilman Pete Cabrera Councilwoman Claudia Mariaca

Yes

Councilman Oscar Puig-Corve

Yes Yes

PASSED AND ADOPTED this 11 day of May, 2022.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST

CONNIE DIAZ, MMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LUIS FIGUEREDO, ESQ.

CITY ATTORNEY