

Schedule 1

The Villages of Lake-Sumter, Inc.

Wrap 2.0



Wrap Up Insurance Manual

Date: 6/1/17

This Manual is part of the Contract Document

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the Wrap Up policies alone govern how coverage is applied.*

The Villages of Lake-Sumter, Inc.

WRAP UP INSURANCE MANUAL

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
Section 1	Wrap Up Program Overview <ul style="list-style-type: none">• Important Considerations	3
Section 2	Project Directory	4
Section 3	Definitions	5
Section 4	Wrap Up Coverage Summary <ul style="list-style-type: none">• Overview of Coverages <u>General Liability</u> Coverage Summary• <u>Excess Liability</u> Coverage Summary• Cancellation and/or Modification of Wrap Up Program	8 10 11
Section 5	Project Insurance Requirements	12
Section 6	Project General Conditions <ul style="list-style-type: none">• Contractor / Subcontractor Obligations• Conflicts• Duty of Care• Withhold of Payments• Audits• Enrolled Contractor Deductible Obligations• Certificates of Insurance• Waivers of Subrogation• Safety and Environmental Protection• Claim Reporting	13 14 14 14 14 14 15 16 16
Section 7	Wrap Up Enrollment Procedures <ul style="list-style-type: none">• Overview of Enrollment Procedures• Insurance Cost Bid Method• Wrap Up Form(s) Descriptions• Verification of Insurance Costs• Important Considerations• Enrollment Form• Insurance Cost Calculation Worksheet Form• Notice of Contract <u>AWARD</u> Form• Notice of Contract <u>COMPLETION</u> Form	17 17 18 19 19 20 21 23 24
Section 8	Certificate of Insurance Requirements	25
Section 9	Claim Reporting Procedures <ul style="list-style-type: none">• What To Do If An Injury Occurs?• How To Report A Claim• GL Loss Notice Reporting Form	26 26 27

WRAP UP OVERVIEW

Welcome to the **The Villages of Lake-Sumter, Inc** Controlled Insurance Program. A Wrap Up or a controlled/ consolidated insurance program is a centrally procured and managed insurance and risk control program implemented for a construction project or series of projects.

IMPORTANT CONSIDERATIONS

The Wrap Up is not intended to provide a complete insurance program to the Enrolled Contractor. The Enrolled Contractor may wish to purchase additional coverage as it deems necessary for its own account, at its own expense, and through its own efforts, for exposures not covered by this Wrap Up.

The Wrap Up policies of insurance procured and maintained shall not affect the Enrolled Contractor's liability to the Sponsor or others for the performance of any obligations assumed by Enrolled Contractor under the other applicable Contract Documents.

While the Sponsor will endeavor to maintain the Wrap Up with a scope of coverage equivalent to its present form, or broader, no warranty or representation is made that market conditions, cost, loss record, or other factors will not result in changes to the program at some future date. All Enrolled Contractors by the Sponsor will be promptly notified of any such changes along with appropriate instructions.

It is the intent of the Sponsor to maintain the insurance coverages identified herein. Enrolled Contractors should note that the present insurance coverages provided and maintained by Sponsor may afford broader coverage than required by the Contract Documents. However, the Sponsor does not warrant or represent to continue such broader coverage throughout the duration of the Contract Documents.

This Manual contains important information about the Wrap Up and we encourage you to read and review it with your own insurance broker. Please direct any questions about the program to **The Villages Insurance Partners**, the Wrap Up Administrator.

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the Wrap Up policies alone govern how coverage is applied.*

PROJECT DIRECTORY

Sponsor:	<p>The Villages of Lake-Sumter, Inc. 1020 Lake Sumter Landing The Villages, Florida 32162</p> <p>Contact Name: Mike West 352-753-6776 / E-mail: Mike.west@thevillages.com</p>
Development Manager	<p>McDonough Development Services 4450 N.E. 83 Road Wildwood, FL 34785</p> <p>Contact Name: Reesa Goodwin-Hornbuckle 352-753-6219 / E-mail: Reesa.goodwin@thevillages.com</p>
Sponsor's Insurance Representative:	<p>The Villages Insurance Partners 1031 Lake Sumter Landing The Villages, FL 32162</p> <p>Matt Hammer (813) 984-3278 / E-mail: Mhammer@bks-partners.com</p>
General Contractor: Vertical	<p>The Villages of Lake-Sumter, Inc. 1020 Lake Sumter Landing The Villages, Florida 32162</p> <p>Contact Name; Mike West 352-753-6776 / E-mail: Mike.west@thevillages.com</p>
General Contractor: Horizontal	<p>Rainey Construction 4477 East C-462 Wildwood, FL 34785</p> <p>Contact Name: Matt Bass Direct: 352-748-0955 / E-mail: mbass@raineyconstruction.com</p>
Wrap Administrator:	<p>Shane Finley Commercial Risk Management Advisor The Villages Insurance, Lake Sumter Landing Office 1031 Lake Sumter Landing The Villages, FL 32162 Mobile: 352-350-3889 / Office: 352-751-6622 Email: Shane.Finley@TheVillagesInsurance.com</p>

DEFINITIONS

Wrap Up	A controlled/consolidated insurance program is a centrally procured and managed insurance and risk control program implemented for a construction project or series of projects.
Sponsor	The Villages of Lake-Sumter, Inc.
Owner	The Villages of Lake-Sumter, Inc.
General Contractor	The Villages of Lake-Sumter, Inc; the entity that has a contract with the Owner to perform work at the Jobsite. Sometimes may be referred to as a <u>General Contractor</u> or <u>Construction Manager</u> .
Insurance Broker	THE VILLAGES INSURANCE PARTNERS
Wrap Up Administrator	THE VILLAGES INSURANCE PARTNERS
Eligible Parties	Contractor, Subcontractor(s) and Subcontractors - Any Tier performing labor or services at the Jobsite except for those designated as an Excluded Contractor.
Contractor / Subcontractor	The person or entity that has a contract or purchase order with the General Contractor to perform work at the Jobsite.
Subcontractors – Any Tier	Subcontractors and/or Sub-subcontractors; The person(s) or entities that has a contract or purchase order with a Contractor / Subcontractor to perform work at the Jobsite.
Contract Documents	The documents executed between the Owner and General Contractor and/or the General Contractor and Subcontractor(s) and Subcontractors – Any Tier. Sometimes referred to as a Construction Agreement.
Subcontract	A written agreement between the General Contractor and the Subcontractor, including Subcontractors – Any Tier.
Jobsite / Project	Generally defined as the project location and adjacent or nearby area(s) where incidental operations are performed, excluding permanent locations of any insured party. The Jobsite for this project is located at; <ul style="list-style-type: none"> • The Villages
Work	Operations, as described in the Subcontract AND prime construction contract, performed at the Jobsite
Onsite	The premises <u>within</u> the area defined as the Jobsite/Project.
Offsite	The premises <u>outside</u> the area defined as the Jobsite/Project.

DEFINITIONS

(continued)

Carrier	The Insurance Company/Insurer named on a Wrap Up policy or certificate of insurance providing coverage for Wrap Up.
Manual	This Wrap Up Insurance Manual.
Enrolled Contractor(s)	Contractor(s), Subcontractor(s) and Subcontractors - Any Tier who have been enrolled in the Wrap Up Program by providing to the Wrap Up Administrator a completed and signed Enrollment Form. Wrap Up enrollment is considered complete when the Wrap Up Administrator has issued a certificate of insurance to the Enrolled Contractor.
Excluded Contractor(s)	<p>The following are examples of the type of Contractor(s), Subcontractor(s) and/or Subcontractors - Any Tier who <u>may or may not</u> be eligible for enrollment into the Wrap Up Insurance Program:</p> <ol style="list-style-type: none"> 1. Any party whom the Sponsor and/or the Wrap Up Administrator, at their sole discretion, elect to exclude from the Wrap Up, even if otherwise eligible. 2. Entities who perform demolition, abatement, hazardous materials remediation, removal, and/or transport companies and their consultants. 3. Architects, real estate agents, mortgage brokers, soil engineers, or any other engineer, surveyor or consultant, vendors, suppliers, material Dealers and other persons or organizations that make deliveries to or from the Designated Project Site. 4. Any person and/or organization that fabricates and/or manufactures products, materials, and/or supplies away from the Jobsite. 5. Contractors, Subcontractors and each of their respective Subcontractors - Any Tier who do not perform any actual labor on the Jobsite. 6. Any real estate agents, mortgage brokers, soil engineers, structural engineers or any other engineer, surveyor or consultant, vendors, suppliers, material dealers and other persons or organizations that make deliveries to or from the Designated Project Site. 7. Any real estate agents, mortgage brokers, soil engineers, vendors, suppliers, material dealers and other persons or organizations that make deliveries to or from the Designated Project Site. 8. Any real estate agents, mortgage brokers, vendors, suppliers, material dealers and other persons or organizations that make deliveries to or from the Designated Project Site.

DEFINITIONS

(continued)

Insurance Cost Calculation

Each Contractor / Subcontractor is required to submit their bid(s) and **any subsequent change orders WITH** their insurance costs **INCLUDED** for this Project. These insurance costs **INCLUDE** the cost(s) to provide General Liability and Excess / Umbrella Liability insurance. This includes all Excess / Umbrella Liability insurance costs even if the policy premiums are flat rated and not auditable by the Excess / Umbrella Liability carrier. **Each Contractor / Subcontractor** will be provided by the Wrap Up Administrator an **Insurance Cost Calculation Worksheet Form (ICCW)** which outlines the estimated value of the general liability and excess / umbrella liability insurance costs that will be **EXCLUDED** from the bid. All other insurance costs as outlined in the bid documents should remain included in the bid. Owner reserves the right to audit all information for accuracy and to adjust all insurance credits accordingly. All Insurance Cost Calculations will be based upon the rates that were effective at the time of contract award. In the event a Contractor / Subcontractor's insurance costs are rated off of payroll values, their insurance costs will be converted to a per \$1,000 contract value rate. The insurance costs will include cost estimates for both self-performed and subcontracted work under your contract. In the event that a Contractor / Subcontractor have Subcontractors – Any Tier, "your" insurance rates will be applied to all subcontracted work.

Contractor Insurance Cost

The amount of insurance costs for a Contractor and/or Subcontractors – Any Tier that would be required if the Wrap Up was not in place.

Enrollment Form

A document provided to the Wrap Up Administrator by a Contractor, Subcontractor(s) and/or Subcontractors – Any Tier requesting enrollment into the Wrap Up Program. Acceptance of this form by the Wrap Up Administrator is required before coverage can be authorized and confirmed by the Carrier.

ICCW Form

Insurance Cost Calculation Worksheet Form (ICCW Form) is the worksheet, provided by the Wrap Up Administrator, used to calculate the Enrolled Contractor's Insurance Cost required by the Contract Documents. **This form will be completed by the Wrap Up Administrator and presented to the Enrolled Contractor for review.** This is the amount that will be deducted from the subcontract price and identified as "Insurance Cost" for General Liability and Excess/Umbrella Liability that will be provided by the Wrap Up Program for the Contractor, Subcontractor(s). Subcontractors – Any Tier will be required to provide an Enrollment Form only.

Final Insurance Adjustment

The Final Insurance Cost minus the Initial Estimated Insurance Cost, inclusive of all contract value change-orders. All insurance costs will be converted to a per \$1,000 of contract value rate. This includes Contractors / Subcontractors whose insurance policies are rated on payroll. This rate will be applied to the final contract value for purposes of calculating a final insurance deduct.

Any terms not defined herein shall have the meaning ascribed to them as shown in the Contract Documents and in this Wrap Up Insurance Manual.

WRAP UP COVERAGE SUMMARY

OVERVIEW

The purpose of a Wrap Up is to provide a consolidated insurance program to help protect all Enrolled Parties against injuries and liabilities arising out of Work at the Jobsite.

The Wrap Up insurance program provides **General Liability** and **Excess Liability** coverage for Onsite operations. Wrap Up coverages apply only to those operations of each Enrolled Contractor performed at the Jobsite in connection with their Work and only to Enrolled Contractors who are eligible for enrollment in the Wrap Up.

The Wrap Up coverages and exclusions summarized in this Wrap Up Insurance Manual are set forth in full in their respective insurance policy forms. The summary descriptions of the Wrap Up coverages are not intended to be complete, alter or amend any provision of the actual Wrap Up policies. In the event any provision in summary below conflicts with the Wrap Up insurance policies, the provisions of the policies shall govern. Enrolled Contractors are encouraged to review this information with their insurance agents or brokers.

COVERAGE SUMMARY

I. Wrap Up – General Liability Insurance

CARRIER: Certain Underwriters at Lloyds

Wrap Up – Commercial General Liability Insurance

Coverage Term:

Dates 6/1/2017 to 6/1/2022	60 Months
Each Occurrence Limit	\$2,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal Injury & Advertising Injury Limit	\$2,000,000
Damage to Rented Premises Rented to You Limit	\$ 100,000
Medical Payments	Excluded

Self-Insured Retention (SIR):

- \$1,000,000
- Maximum Contractor / Subcontractor SIR Obligation; \$25,000
(refer to Section 6, Page 15 for Contractor / Subcontractor SIR Obligations)

NOTE

- This insurance is primary for all occurrences at the Jobsite.
- Defense costs are “outside” the policy limits.
- The Products and Completed Operations Aggregate is for the term of the policy period including the Statue of Repose for the State of Florida.

WRAP UP COVERAGE SUMMARY
(continued)

GENERAL LIABILITY - POLICY TERMS and CONDITIONS

- A copy of the policy is available upon request.

WRAP UP COVERAGE SUMMARY

(continued)

II. Wrap Up – Excess Liability Insurance**CARRIER:** Various AM Best “A” Rated Carriers**Wrap Up – Excess Liability Insurance**

Coverage Term:

Dates 6/1/2017 to 6/1/2022	60 Months
Each Occurrence	\$100,000,000
Aggregate, Where Applicable	\$100,000,000
Products-Completed Operations Aggregate	\$100,000,000

Excess Layer	Carrier Name	Excess Liability Limit	
Excess Layer 1	Lloyds	\$10,000,000	
Excess Layer 2	Lloyds	\$13,000,000	
			Quota Share
Excess Layer 3	Aspen UK	\$25,000,000	50%
Excess Layer 3	Swiss Re	\$25,000,000	50%
Excess Layer 4	Swiss Re	\$50,000,000	25%
Excess Layer 4	Aspen UK	\$50,000,000	25%
Excess Layer 4	Certain Underwriters at Lloyds	\$50,000,000	20%
Excess Layer 4	Markel	\$50,000,000	20%
Excess Layer 4	Certain Underwriters at Lloyds	\$50,000,000	10%

**SUMMARY OF EXCESS LIABILITY
POLICY TERMS and CONDITIONS**

Various AM Best Rated A Carriers

The following forms and endorsements will be attached to and become part of the policy:

FORMS and ENDORSEMENTS:**Follow Form**

WRAP UP COVERAGE SUMMARY

(continued)

CANCELLATION and/or MODIFICATION of WRAP UP PROGRAM

The Sponsor may, for any reason, modify the Wrap Up Coverages, discontinue the Wrap Up, or request that the Enrolled Contractor withdraw from the Wrap Up upon **thirty (30) days'** written notice.

The Sponsor is not required to provide the Wrap Up. The Sponsor's election to terminate or not to furnish the Wrap Up can apply to a single and/or multiple Enrolled Contractors at their discretion.

In the event of cancellation, the Sponsor shall give Enrolled Contractors **thirty (30) days'** written notice of cancellation of any policy or policies provided by the Wrap Up. In the event of such cancellation, Sponsor shall, at its sole option, but at least **thirty (30) days** prior to the date of cancellation: (1) procure alternate insurance coverage for the policy or policies canceled; or (2) require Enrolled Contractors to procure and maintain alternate insurance coverage for the policy or policies canceled. The amounts, contents, and carriers shall be satisfactory to the Sponsor. The Sponsor will reimburse Enrolled Contractors for the actual auditable premiums of any insurance so required, not to exceed, premiums calculated utilizing the Payroll Rate for Enrolled Contractor's alternate insurance coverage as outlined on the **ICCW Form** provided by the Enrolled Contractor.

Enrolled Contractors shall not attempt to cancel any of the policies described herein without the express written consent of Sponsor, and any attempted cancellation without said express written consent shall be null and void.

*This Manual **does not** and **is not** intended to provide coverage interpretations.
The terms and conditions of the Wrap Up policies alone govern how coverage is applied.*

PROJECT INSURANCE REQUIREMENTS

All Contractors shall obtain and maintain insurance coverages as outlined in the *Project Insurance Requirements* of the “*Construction Agreement*” between the General Contractor and Contractor. Since the Wrap Up coverages (General Liability and Excess Liability) only apply to Work performed at the Jobsite, Enrolled Contractor(s) must provide evidence of General Liability, and Excess Liability for their Offsite operations and/or exposures. Excluded Contractor(s) and Parties no longer covered by the Wrap Up must provide evidence of their insurance coverage as outlined in the “*Construction Agreement*” document.

Prior to starting work at the project site, the Contractor (any tier) shall furnish to the **General Contractor** certificates of insurance with policy effective dates, and, except for Worker’s Compensation, naming **The Villages of Lake-Sumter, Inc., Mid Florida Properties, LLC and The Villages Land Company, LLC** as additional insured. Insurance certificates shall be in full compliance with the insurance requirements outlined in the *Project Insurance Requirements* of the “*Construction Agreement*” between the General Contractor and Contractor.

- **Enrolled Contractors** are to provide evidence of General Liability, and Excess / Umbrella Liability for activities **away** from the Jobsite. All other insurance requirements as outlined in the Insurance Requirements of the Construction Agreement between the General Contractor and Contractor remain unchanged.
- **Excluded Contractors** are to provide evidence of General Liability, and Excess / Umbrella Liability for activities **both at and away** from the Jobsite. All other insurance requirements as outlined in the Insurance Requirements of the Construction Agreement between the General Contractor and Contractor remain unchanged.

REQUIRED COVERAGES

Refer to the *Project Insurance Requirements* contained in the “*Construction Agreement*” between General Contractor and Contractor for a listing of all insurance requirements associated with this Project.

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PROJECT GENERAL CONDITIONS

**Contractor /
Subcontractor
Obligations****Contractor(s), Subcontractor(s) and/or Subcontractors – Any Tier shall:**

- I. Incorporate the terms of this Manual in all Subcontracts.
- II. Provide each of its subcontractors with a copy of this manual and assure subcontractor compliance with the provision of the Wrap Up insurance policies, this manual and the Contract Documents.
- III. Acknowledge, and require all of its subcontractors to acknowledge in writing, that the Sponsor and the Wrap Up Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the Wrap Up (each such insurer, a “Wrap Up Insurer”) and that **The Villages of Lake-Sumter, Inc., Mid Florida Properties, LLC, and The Villages Land Company, LLC** are not responsible for any claims or disputes between or among Contractor and any Wrap up Insurer(s). Any type of insurance coverage or limits of liability in addition to the Wrap Up Coverages that Contractor or any tier requires for its own protection, or that is required by applicable laws or regulations, shall be Contractor’s sole responsibility and expense and shall not be billed to the Sponsor, **Mid Florida Properties, LLC, or The Villages Land Company, LLC.**
- IV. Cooperate fully with the Wrap Up Administrator and the Wrap up Insurers, as applicable, in its or their administration of the Wrap Up.
- V. Provide, within **ten (10)** business days of the Sponsor or the Wrap Up Administrator’s request, all documents or information as requested from the Contractor. Such information may include but is not limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, or other such data or information the Sponsor, the Wrap Up Administrator, or Wrap Up Insurers may request in the administration of the Wrap Up or as required by this Manual.
- VI. Contractors acknowledge that they are aware that the Sponsor has elected to implement a Wrap Up program at this Jobsite. Any reference or summary in the Agreements, this Manual, or elsewhere in any other Contract Document; as to the amount, nature, type or extent of Wrap Up Coverages and/or potential applicability to any potential claim or loss, is for reference only. Subcontractor (any tier) have not relied upon said reference but solely upon their own independent review and analysis of the Wrap Up coverages, in the formulation of any understanding and/or belief as to the amount, nature, type or extent of any Wrap Up Coverages and/or its potential applicability to any potential claim or loss. This Manual **does not** and **is not** intended to provide coverage interpretations. The terms and conditions of the Wrap Up policies alone govern how coverage is applied.

PROJECT GENERAL CONDITIONS

(continued)

<i>Conflicts</i>	In the event of a conflict, the provisions of the agreement and its other related Contract Documents shall govern, then the provisions of this manual.
<i>Duty of Care</i>	Nothing contained in this Manual shall relieve the Contractor (any tier) of their respective obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.
<i>Withhold of Payments</i>	The Sponsor and/or their agents shall withhold payments to a Contractor (any tier) the Wrap Up Insurance Cost applicable to the initial price and to all change orders, additions to the work, or increases in payroll or man-hours from that shown on the Wrap Up Administrators Insurance Cost Calculation Worksheet Form. In the event of an audit by the Sponsor and/or the Wrap Up Administrator and/or their agents, if the Enrolled Contractor's records and information reveals a discrepancy in the insurance costs, payroll, safety or any other information required by the Contract Documents, or reveals the inclusion of the Wrap Up Insurance Costs in any payment for the Work, the Sponsor shall have the right to withhold payment to the Enrolled Contractor the cost of all such Wrap Up Insurance Cost Calculations. If the Enrolled Contractor fails to timely comply with the provisions of this Manual, the Sponsor may withhold any payments due the Enrolled Contractor until such time as they have performed the requirements of this Manual.
<i>Audits</i>	The Enrolled Contractor agrees that the Sponsor, the Wrap Up Administrator, the Wrap Up Carrier and/or their agents, may audit an Enrolled Contractor's payroll records, books and records, insurance coverages, insurance cost information, or any other information that Enrolled Contractor provides to the Sponsor, the Wrap Up Administrator or the Wrap Up Carrier to confirm their accuracy.
<i>Builders Risk Deductible Obligations</i>	At the Sponsor's sole discretion, a deductible contribution equal to the value of a Contractor's deductible amount within their regular property insurance program will be applied to any Contractor or any of their employees, subcontractors, suppliers or materialmen whose acts and/or actions are responsible for causing a covered loss. This deductible contribution will be no more than the amount of the self-insured retention or the value of a Contractor's deductible amount within their regular property insurance policy or program effective at the time of the Loss, whether or not that policy or program provides coverage for a covered CIP / Wrap Up claim, but in no event will that deductible exceed \$10,000 per occurrence. Contractors who do not have a property insurance program or have a deductible of \$5,000 or less within their regular property insurance program will be assessed a deductible of \$5,000. Such deductible amount shall be borne by the Contractor and/or Subcontractor and shall not be submitted under the Wrap Up Program.
<i>General Liability Deductible / Self-Insured Retention Obligations</i>	At the Sponsor's sole discretion, a deductible contribution equal to the value of a Contractor's deductible amount within their regular General Liability insurance program will be applied to any Contractor whose acts and/or actions are responsible for causing a covered loss. This deductible contribution will be no more than the amount of the self-insured retention or the value of a Contractor's deductible amount within their regular General Liability insurance policy or program effective on the date of the Occurrence, whether or not that policy or program provides coverage for a Covered CIP / Wrap Up Claim, but in no event will that deductible exceed \$25,000.00 per occurrence. Contractors who do not have an SIR, a deductible, or a SIR or deductible of \$5,000 or less within their regular General Liability insurance program will be assessed a deductible of \$5,000. Such deductible amount shall be borne by the Contractor and/or Subcontractor and shall not be submitted under the Wrap Up Program.

PROJECT GENERAL CONDITIONS

(continued)

Waivers of Subrogation

1. Where permitted by law, each Contractor waives and releases the Owner, **The Villages of Lake-Sumter, Inc., Mid Florida Properties, LLC, and The Villages Land Company, LLC**, the Indemnified Parties and any of its affiliates, shareholders, members, partners, managers, officers, employees, agents, consultants and any other contractor or subcontractor performing work or rendering services on behalf of the **The Villages of Lake-Sumter, Inc., Mid Florida Properties, LLC, and The Villages Land Company, LLC** in connection with the planning, development and construction of the Project from:
 - a. All rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage;
 - b. All assertions of legal rights, including demands or legal actions (whether filed or threatened), alleging responsibility for Losses (collectively, "Claims"), and;
 - c. All actual or alleged liabilities, costs or expenses (including attorneys' fees and other costs of legal or alternative dispute resolution proceedings), losses, damages (including actual, consequential, and punitive), hurts, judgments, or penalties of whatever nature or description, incurred by a person or property, including
 - i. Harm to or impairment, loss, or diminution in the value of tangible or intangible property or its use, including loss of business or revenues,
 - ii. Physical harm to or death of a natural person, or
 - iii. "Personal and advertising injury" as such term or terms are defined by the December 2004 edition of Insurance Services Office ("ISO") commercial general liability insurance form CG 00 01 (collectively, "Losses"), which Claims or Losses are covered by the insurance provided under the Wrap Up, provided that the parties do not waive Claims with respect to Wrap Up insurance proceeds held by **The Villages of Lake-Sumter, Inc.** or Contractor as a fiduciary.
2. Where permitted by law, the waivers and releases contained in this agreement will survive the end of the Term of this Contract, and will apply even if a Claim or Loss arose, in whole or in part, from the ordinary negligence or strict liability of the intended beneficiary of the waiver or release. Contractor will obtain similar waivers from other participants in the Wrap Up. All insurance policies included in the Wrap Up will contain waivers of subrogation (by endorsement if necessary). A waiver of subrogation will be effective as to a person or entity even though that person or entity:
 - a. Would otherwise have a duty to indemnify, whether such duty is statutory, contractual, or otherwise,
 - b. Did not pay the insurance premium directly or indirectly, and

With respect to property damage, whether or not the person or entity had an insurable interest in the property damaged. The Wrap Up Program shall provide such waivers of subrogation by endorsement or otherwise. It is the intent of the parties to expressly agree to mutually waive or release any liability arising out of or relating to this Subcontract.

PROJECT GENERAL CONDITIONS

(continued)

Safety and Environmental Protection

The importance of safety awareness in the Sponsor's corporate philosophy cannot be stressed enough. The approach is simple: substandard safety conditions and practices will **not** be tolerated. The General Contractor will enforce a **PROJECT SPECIFIC SAFETY PLAN**. All Enrolled Contractors **must** comply with these safety requirements. The Sponsor and its agents are not responsible for Jobsite safety. All safety policies, procedures and codes of practice must be in compliance with current federal and state occupational health and safety standards. Some requirements may exceed these minimum safety standards. Enrolled Contractors shall be solely responsible for the safety of their employees working at the Jobsite. All Enrolled Contractors must comply with the standards imposed/addressed in their subcontract agreement,

Claim Reporting

Enrolled Contractors must report all injuries, occupational related illnesses or property damage to the Site Safety manager. Failure to report a claim within 24 hours of an occurrence may result in a fine and/or penalty, up to and including removal from the Jobsite the offending parties.

WRAP UP ENROLLMENT PROCEDURES

OVERVIEW

Participation and compliance with the Wrap Up is mandatory for all tiers of contractors and subcontractors. All tiers of contractors and subcontractors will be enrolled in the Wrap Up unless specifically excluded in writing. Enrollment in the Wrap Up program is required, but is not automatic.

Failure to provide required Wrap Up enrollment information prior to mobilization on-site could impact coverage under the Wrap Up. Communications from the Wrap Up Administrator should be considered Sponsor communications. If any conflict exists between this Wrap Up Insurance Manual and the Wrap Up insurance policies, the Wrap Up insurance policies will prevail.

It is recommended that all enrolled contractors notify their insurance representative that they are participating in a Wrap Up. Coverage may need to be endorsed to be excess and contingent over the Wrap Up coverage provided under this Program for Onsite activities.

Failure to comply with the Wrap Up enrollment procedures will result in all or any one of the following actions by the Sponsor;

- ❖ **No admittance to the Jobsite until the enrollment documents are received,**
- ❖ **No insurance and/or coverage provided by the Wrap Up program;**
- ❖ The Sponsor may require a withhold progress payment for Contractors that are not in compliance.
- ❖ Submission of a “No Known Loss Letter” (when applicable) to the Wrap Up Administrator and/or the Carrier.

INSURANCE COSTS BID METHOD

Each Contractor / Subcontractor is required to submit their bid(s) and ***any subsequent change orders WITH*** their insurance costs **INCLUDED** for this Project. These insurance costs **INCLUDE** the cost(s) to provide General Liability and Excess / Umbrella Liability insurance. This includes all Excess / Umbrella Liability insurance costs even if the policy premiums are flat rated and not auditable by the Excess / Umbrella Liability carrier. **Each Contractor / Subcontractor** will be provided by the Wrap Up Administrator, an **Insurance Cost Calculation Worksheet Form (ICW)** which outlines the estimated value of the general liability and excess / umbrella liability insurance costs that will be **EXCLUDED** from the bid. All other insurance costs as outlined in the bid documents should remain included in the bid.

Owner reserves the right to audit all information for accuracy and to adjust all insurance credits accordingly. All Insurance Cost Calculations will be based upon the rates that were effective at the time of contract award. In the event a Contractor / Subcontractor’s insurance costs are rated off of payroll values, their insurance costs will be converted to a per \$1,000 contract value rate. The insurance costs will include cost estimates for both self-performed and subcontracted work under your contract. In the event that a Contractor / Subcontractor have Subcontractors – Any Tier, “your” insurance rates will be applied to all subcontracted work.

Insurance Cost Calculations for Contractor / Subcontractor “Loss Sensitive” Programs:
(i.e. large deductible or retrospective rated programs)

If a Contractor / Subcontractor is participating in any type of a retained loss program (i.e. self-insured, large deductible or retrospective rated insurance programs), the insurance credit will be developed using their program’s fixed costs and the Subcontractor’s actual loss history during the requested time period in addition to their insurance programs’ fixed costs. The fixed costs include but are not limited to the Excess Insurance premiums, Claims Administration charges and Claim Development factors. A Minimum of 5 years Loss History must be provided.

WRAP UP ENROLLMENT PROCEDURES

(Continued)

Contractors with fully insured programs must provide the following documentation along with their signed Enrollment Form as follows:

- ❖ General Liability Policy Declarations Page;
- ❖ General Liability Rating/Information Page (s);
- ❖ Excess Liability Policy Declarations Page;
- ❖ Excess Liability Rating/Information Page (s)

In addition to the information requested above, Contractors with “Loss Sensitive” programs must also provide the following documentation as follows:

- ❖ Carrier Deductible/Payment Agreements;
- ❖ Detailed independent third party actuarial report(s) upon which the self-insured program and its rating are based;
- ❖ The Contractor’s program(s) aggregate loss rate;
- ❖ The Contractor’s Insurance carrier(s) Loss Estimate (“Loss Pick”). This information must be provided on the Carrier’s letterhead;
- ❖ Schedule of Values;
- ❖ 5 years Claims/Loss history.

WRAP UP FORMS

Enrollment Form

Enrollment in the Wrap Up program is required and not automatic. To enroll in the program, the “Enrollment Form” must be completely filled out and returned to the Wrap Up Administrator within **Ten (10) business days** after notification of contract award or no less than prior to your mobilization to the Jobsite. This form is necessary to provide coverage for the Contractor on the project. If the Contractor is uncertain as to the estimated on-site date, leave this part of the form blank and call the Wrap Up Administrator before going on-site. Be sure to provide your FEIN number. All payroll estimates should be for on-site payroll only.

Complete the attached **Enrollment Form** application, then mail and/or fax to:

Shane Finley
 1031 Lake Sumter Landing
 The Villages, FL 32162
 Mobile: 352-350-3889 / Office: 352-751-6622 Fax: 352-751-6720
 Email: Shane.Finley@TheVillagesInsurance.com

ICCW FORM

Insurance Cost Calculation Worksheet Form (ICCW Form) is the worksheet, provided by the Wrap Up Administrator, used to calculate the Enrolled Contractor’s Insurance Cost required by the Contract Documents. ***This form will be completed by the Wrap Up Administrator and presented to the Enrolled Contractor for review.*** This is the amount that will be deducted from the subcontract price and identified as “Insurance Cost” for General Liability and Excess/Umbrella Liability that will be provided by the Wrap Up Program for the Contractor, Subcontractor(s). Subcontractors – Any Tier will be required to provide an Enrollment Form only.

All Insurance Cost Calculations will be based upon the rates that were effective at the time of contract award. In the event a Contractor / Subcontractor’s insurance costs are rated off of payroll values, their insurance costs will be converted to a per \$1,000 Contract Value rate. The insurance costs will include cost estimates for both self-performed and subcontracted work under your contract. In the event that a Contractor / Subcontractor have Subcontractors – Any Tier, “your” insurance rates will be applied to all subcontracted work.

WRAP UP ENROLLMENT PROCEDURES (Continued)

Notice of Subcontract Award	This form must be completed by any contractor that has subcontractors. They must advise Wrap Up Administrator of the company name, address, contact name, telephone number fax number and FEIN number of all subcontractors that will be working onsite of this project.
Notice of Completion	This form notifies the Wrap Up Administrator that an Enrolled Contractor has completed its on-site labor by contract.

VERIFICATION OF INSURANCE COSTS

The Sponsor reserves the right to validate and audit all information for accuracy and to adjust all insurance credits accordingly. In those instances where the ICCW form is not completed correctly, is not specific to the actual scope of work, the scope of work has changed, or it is determined the Contractor / Subcontractor failed to remove the cost of insurance from their bid; the Contractor / Subcontractor (All Tiers) may be asked to recalculate the ICCW form for their work and/or subcontracted work. The Sponsor and their Wrap Up Administrator may also perform a recalculation and/or an adjustment to their base bid based upon revised estimated payrolls or after evaluation of the insurance documentation provided to the Wrap Up Administrator for verification of the actual cost of insurance removed from the Contractor / Subcontractors' (All Tiers) bid.

IMPORTANT CONSIDERATIONS

General Contractor will assist the Wrap Up Administrator with Contractor compliance. Contractors are responsible for all subcontractors. The Wrap Up Administrator will review all loss cost allocation/rates based upon a Contractor's experience outside of the Sponsor's program. **Insurance Broker and Agent summary letters will not be accepted as proof of insurance for any rate calculation.** All documents are subject to the Sponsor and/or their Wrap Up Administrators acceptance and approval. If a contractor enters into agreement to perform Work at the Jobsite with a lower tier subcontractor, their responsibilities are as follows:

- ❖ The Wrap Up Manual and all requirements within it are to be incorporated into the subcontract agreement.
- ❖ All Contractors are responsible to notify the General Contractor and the Wrap Up Administrator of all subcontract awards, so enrollment into the Wrap Up is timely.
- ❖ All Contractors and their subcontractors will be required to meet all Wrap Up insurance requirements, unless specifically excluded in writing by the Sponsor and/or their Wrap Up Administrator. Participation is mandatory at all subcontractor levels. Contractors will be held responsible for payment of all subcontracted insurance credits. **Temporary Labor services and Staff Leasing Companies are to be treated as Enrolled Contractors at the Sponsor and/or Administrators discretion.**

The Villages of Lake-Sumter, Inc.
Wrap 2.0
ENROLLMENT FORM

CONTRACTOR/SUBCONTRACTOR/TIER SUBCONTRACTOR

Your Company Name: _____
Contact Name: _____ Phone: _____
Fax: _____ Cell: _____ E-Mail: _____
Address (no P.O. Box): _____
Street City State Zip
Your Firm is a : Corporation Partnership Sole Proprietorship Other: _____
FEIN # _____ License #: _____

PROJECT INFORMATION

Who are you contracted with? _____ Contract Amount: \$ _____
Brief description of your work: _____
% Subcontracted to others: _____ Note: Complete the "Notice of Contract Award" for each contractor
Estimated Start Date: _____ / _____ / _____ Estimated Completion Date: _____ / _____ / _____
Do you plan to have operations directly related to this project away from the project premises? Yes No
If "Yes", please describe those operations, including the work to be done, the value of such work and the specific location of that work.

INSURANCE INFORMATION

GL Insurer: _____ Deductible/SIR: \$ _____ Period of Insurance: _____ / _____ / _____ to _____ / _____ / _____

AGREEMENT

- ❖ Any and all returns of premium, dividends, discounts, or other adjustments to any WRAP-UP policy is assigned, transferred and set over absolutely to Sponsor. This assignment pertains to the policies as now written and as subsequently modified, rewritten or replaced by the Sponsor, including any additional amounts or coverage as a result thereof. Rights of cancellation of all insurance policies provided to Subcontractors of any tier by Contractor are also assigned to Sponsor.
- ❖ Our coverage under the project Wrap Up is contingent on a properly completed Wrap Up Enrollment Form and all necessary attachments.
- ❖ Contractor does hereby release the Sponsor, General Contractor, Insurance Broker, The Villages Insurance, The Villages Land Company, LLC, Mid Florida Properties, LLC and each of their respective representatives, agents, directors, officers, employees, subsidiaries, affiliates, partners, shareholders, members and assigns from any claims arising out of or relating to acts, errors, omissions or negligence in the selection, placement, adequacy, scope or nature of insurance coverage offered by the Wrap Up, or the selection, performance and present or future solvency of the Wrap Up Carrier(s). Contractor shall ensure that the foregoing release of liability is contained in all of its contracts with its subcontractors, and that this release of liability flows through to all subcontractors on the project, regardless of tier.

By signing below, I verify the receipt of the Wrap Up Insurance Manual for this project and verify that The Villages Insurance and their representatives are authorized to contact your broker directly to obtain any pertinent additional information required for Wrap Up enrollment.

Your Name: _____ Your Title: _____

Your Signature: _____ Date: _____

Return completed form to:

Shane Finley
1031 Lake Sumter Landing
The Villages, FL 32162
Mobile: 352-350-3889 / Office: 352-751-6622 Fax: 352-751-6720
Email: Shane.Finley@TheVillagesInsurance.com

The Villages of Lake-Sumter, Inc. – Wrap 2.0
(Sample Form – Actual Form will be provided by the Wrap Up Administrator)

Insurance Cost Calculation Worksheet

SECTION 1. CONTRACTOR/SUBCONTRACTOR/TIER SUBCONTRACTOR

A. Your Company Name: _____

B. Contact Name: _____ Phone: _____
 Cell: _____ Fax: _____ E-Mail: _____

C. Address (no P.O. Box): _____
 Street City State Zip

SECTION 2. PROJECT INFORMATION

A. Who are you contracted with? _____ Contract Amount: \$ _____

B. Your Firm is: Prime Subcontractor Tier-Subcontractor Other: _____

C. Brief description of your work: _____

D. % Subcontracted to others: _____

E. Estimated Start Date: ____ / ____ / ____ Estimated Completion Date: ____ / ____ / ____

F. Do you plan to have operations directly related to this project away from the project premises? Yes No

G. If "Yes", please describe off-site operations, including; VALUE, SCOPE and LOCATION of work to be performed:

SECTION 3. GENERAL LIABILITY & EXCESS LIABILITY COST ESTIMATE

A. GL Insurer: _____ Deductible/SIR \$ _____ Period of Insurance ____ / ____ / ____ to ____ / ____ / ____

Class Code	Rate	Rate Per: Payroll / Receipts	Rate Per: \$100 \$1,000	Subcontracted Rate

C. **Total General Liability Insurance Premium:**

D. EXCESS Insurer: _____ Deductible/SIR \$ _____ Period of Insurance ____ / ____ / ____ to ____ / ____ / ____

Class Code	Rate Per: Flat / Payroll / Receipts	Rate Per: \$100 \$1,000	Rate

F. **Total Excess Liability Insurance Premium:**

G. **Total ALL Premiums (GL & EXCESS):**

SECTION 4. APPROVAL & SIGNATURE

A. Contractor's Authorized Representative

(Signature)	(Date)
(Print Name)	(Title)

By signing this calculation form; you agree to provide the necessary back up to the Wrap Up Administrator as per the Contract Documents and/or Subcontract agreement. The official insurance calculation worksheet will be approved by the Wrap Up Administrator based upon the information provided by the Enrolled Contractor.

The Villages of Lake-Sumter, Inc. – Wrap 2.0
(Sample Form – Actual Form will be provided by the Wrap Up Administrator)

Insurance Cost Calculation Worksheet
INSTRUCTIONS

SECTION 1. CONTRACTOR/SUBCONTRACTOR/TIER SUBCONTRACTOR

A.	Provide your Company name (legal business name) performing work at the job site.
B.	Provide the contact name, telephone numbers and e-mail address of the person responsible for completion and approval of the insurance cost information calculated on this form.
C.	Provide primary STREET address, DO NOT USE P.O.BOX NUMBERS OR ADDRESSES.

SECTION 2. PROJECT INFORMATION

A.	Confirm the name of the company you have a contract with in the performance of work for this project and your current contract amount.
B.	Confirm the sub tier level of your contracted work; Prime, Subcontractor of Prime or Subtler.
C.	Provide a brief description of the type of work to be performed, i.e. structural steel fabrication and installation.
D.	Provide an estimate regarding the percentage of work within your contract amount that will be subcontracted to others.
E.	Provide the estimated start and completion date for all work under your contract.
F.	Confirm if any of your work involves operations away from the project site, i.e. fabrication of material at your place of business.
G.	If Yes above, provide a description of the work performed away from the job site, including Contract Value, Scope and Location of the work.

SECTION 3. GENERAL LIABILITY & EXCESS LIABILITY COST ESTIMATE

A.	Provide the Name of your GL Carrier, the amount of your deductible or self-insured retention (if any) and the coverage term of your GL Policy.
B.	Provide the class code, insurance rate and any other charges, allocations and/or credits applicable to the calculation of your GL insurance premiums. Confirm the rating factor of your method of your policy, i.e. per \$100 of Payroll or per \$1,000 or Contract Value / Gross Receipts. Be sure to confirm and include the exposure cost for subcontracted work, if applicable to your policy.
C.	Calculate the total cost of your GL insurance premiums. A typical / standard GL premium calculation is as follows: (Contract Value or Gross Receipts / \$1,000) x GL Rate = GL Premium
D.	Provide the Name of your Excess Liability (XS) Carrier (if applicable), the amount of your deductible or self-insured retention (if any) and the coverage term of your Excess Policies.
E.	Provide the class code, insurance rate and any other charges, allocations and/or credits applicable to the calculation of your XS insurance premiums. Confirm the rating factor of your method of your policy, i.e. per \$100 of Payroll or per \$1,000 or Contract Value / Gross Receipts. Be sure to confirm and include the exposure cost for subcontracted work, if applicable to your policy.
F.	Calculate the total cost of your Excess insurance premiums. A typical / standard Excess premium calculation is as follows: (Contract Value or Gross Receipts / \$1,000) x Excess Rate = Premium
G.	Add up the total cost of insurance for all lines of coverage; Section 3, line C and Section 4, lines C & F. (WC + GL + Excess = Total)

SECTION 4. APPROVAL & SIGNATURE

A.	This form must be signed by an authorized representative of your company with the authority to approve and validate all insurance costs represented on this form. Provide a signature, date and title of the authorized representative.
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Return completed form to:

Shane Finley
 1031 Lake Sumter Landing
 The Villages, FL 32162
 Mobile: 352-350-3889 / Office: 352-751-6622 Fax: 352-751-6720
 Email: Shane.Finley@TheVillagesInsurance.com

The Villages of Lake-Sumter, Inc.

Notice of Contract AWARD

This form should be completed by the Awarding Contractor
(at any tier)

Contractor/ Subcontractor/ Tier Contractor Information

Awarding Contractor's Name: _____

Trade Name: _____

Sub Tier's Name: _____

Contact Name: _____ Phone: _____

Fax: _____ Cell: _____ E-Mail: _____

Address (no P.O. Box): _____

Contract Value: _____ Approx. Start Date _____ FEIN # _____

Street City State Zip (If known)

It is the responsibility of any contractor that will be "sub-contracting" any on-site labor to complete this form. Each contractor will need to enroll into the Wrap Up as per the contract with the Sponsor.

Awarding Contractor's Name: _____

Signature

Date

Printed Name

Title

This form is to be submitted via fax/email:

Shane Finley
1031 Lake Sumter Landing
The Villages, FL 32162
Mobile: 352-350-3889 / Office: 352-751-6622 Fax: 352-751-6720
Email: Shane.Finley@TheVillagesInsurance.com

The Villages of Lake-Sumter, Inc.

Notice of Contract **COMPLETION**

This form should be completed by the PRIME CONTRACTOR

Contractor/ Subcontractor/ Tier Contractor Information

Contractor's
Name: _____

Trade Name: _____

Sub Tier's Name: (list each sub)	Final Contract Value (including all Change Orders & Insurance)	Last Day On-Site

Final Insurance audits will be made after the all FINAL required documentation has been received from each sub-contractor. Do NOT make final payment to the contractors until you have received the final documentation from the Wrap Up Administrator.

Prime Contractor's Name: _____

Signature

Date

Printed Name

Title

This form is to be submitted via fax/email:

Shane Finley
1031 Lake Sumter Landing
The Villages, FL 32162
Mobile: 352-350-3889 / Office: 352-751-6622 Fax: 352-751-6720
Email: Shane.Finley@TheVillagesInsurance.com

CERTIFICATE OF INSURANCE REQUIREMENTS

All Contractors shall obtain and maintain insurance coverages as outlined in the *Project Insurance Requirements* of the “*Construction Agreement*” between the General Contractor and Contractor. Since the Wrap Up coverages (General Liability and Excess Liability) only apply to Work performed at the Jobsite, Enrolled Contractor(s) must provide evidence of General Liability and Excess Liability for their Offsite operations and/or exposures. Excluded Contractor(s) and Parties no longer covered by the Wrap Up must provide evidence of their insurance coverage as outlined in the “*Construction Agreement*” document.

Prior to starting work at the project site, the Contractor (any tier) shall furnish to the **General Contractor** certificates of insurance with policy effective dates, and, except for Worker’s Compensation, naming **The Villages of Lake-Sumter, Inc., Mid Florida Properties, LLC, and The Villages Land Company, LLC** as additional insured. Insurance certificates shall be in full compliance with the insurance requirements outlined in the *Project Insurance Requirements* of the “*Construction Agreement*” between the General Contractor and Contractor.

- **Enrolled Contractors** are to provide evidence of General Liability, and Excess / Umbrella Liability for activities **away** from the Jobsite. All other insurance requirements as outlined in the Insurance Requirements of the Construction Agreement between the General Contractor and Contractor remain unchanged.
- **Excluded Contractors** are to provide evidence of General Liability, and Excess / Umbrella Liability for activities **both at and away** from the Jobsite. All other insurance requirements as outlined in the Insurance Requirements of the Construction Agreement between the General Contractor and Contractor remain unchanged.

All Certificates of Insurance should be forwarded to the appropriate General Contractor:

The Villages of Lake-Sumter, Inc.

Villages@ebix.com

REQUIRED COVERAGES

Refer to the *Project Insurance Requirements* contained in the “*Construction Agreement*” between General Contractor and Contractor for a listing of all insurance requirements associated with this Project.

CLAIM REPORTING PROCEDURES

As a participant in the Sponsor's Wrap Up, you are expected to cooperate with construction management, Insurance Broker, Wrap Up Administrator, Wrap Up Carrier and/or their agents, in the event of a claims situation. It is the responsibility of each Enrolled Contractor to report all claims to the General Contractor and the Insurance Broker representative; **THE VILLAGES INSURANCE PARTNERS C/O BALDWIN KRISTYN SHERMAN PARTNERS**. The following is an outline of the procedures to be followed in the event of an accident/incident.

WHAT TO DO IF AN INJURY/INCIDENT OCCURS

- ❖ It is the responsibility of each Employee's Foreman or Supervisor to report all claims. **Notify the General Contractor immediately in the event of ANY Liability Claim.**
- ❖ **General Liability** claims will be reported to the General Contractor who in turn will notify the Insurance Broker; **THE VILLAGES INSURANCE PARTNERS C/O BALDWIN KRISTYN SHERMAN PARTNERS** will report all General Liability claims to the Insurance Carrier.
- ❖ All Enrolled Contractors are required to assist in all phases of the accident and/or incident investigation.

HOW TO REPORT A CLAIM

Insurance Broker THE VILLAGES INSURANCE PARTNERS
1031 Lake Sumter Landing
The Villages, FL 32162

Contact Information Tim Liberty, Claims Consultant
(813) 452.3666 / E-mail; tliberty@bks-partners.com

KEY PROJECT INFORMATION NECESSARY TO REPORT A CLAIM

- ❖ Identify this is part of a Wrap Up / Controlled Insurance Program
- ❖ Identify this is a General Liability claim
- ❖ The Sponsor/Insured is; **The Villages of Lake-Sumter, Inc.**
- ❖ Project Name is; **Wrap 2.0**
- ❖ Name of Enrolled Contractor/Subcontractor; _____

Send All Bills To: THE VILLAGES INSURANCE PARTNERS at the address outlined above.

GENERAL LIABILITY LOSS NOTICE of OCCURRENCE/CLAIM

<u>INSURED INFORMATION</u>				
Insured Name / Address: The Villages of Lake-Sumter, Inc.		Project Name:		Date:
Carrier Name / Address:		Policy #:		Coverage Term: Begin: End:
Date / Time of Occurrence/Claim: __AM __PM		Location of Occurrence:		Authority Contacted: __Yes __No Name:
Type of Liability	Property Damage:	Bodily Injury:	Product:	Other:
Description of Occurrence:				
<u>CONTRACTOR CONTACT INFORMATION</u>				
1. Name / Address: (General Contractor or Prime Contractor)			Telephone:	
2. Name / Address: (Contractor)			E-Mail:	
			Telephone:	
			E-Mail:	
<u>INJURED / PROPERTY DAMAGE</u>				
Name / Address:		DOB / Age:	Sex:	Occupation:
Telephone:				
Employers' Name / Address:		Describe Injury / Property Damage:		Medical Treatment: __Yes __No Where Treated:
Telephone:				
Estimated Cost of Property Damage:		Where can property are seen?	When can property be seen?	
<u>WITNESSES</u>				
Name / Address:		Business Phone:	Work Phone:	E-Mail Address:
1.				
2.				
3.				
<u>REMARKS</u>				
Reported By:	Reported To:	Signature:		Date: