(800) 217-1792

#### **BUSINESS SERVICES BOND**

Bond Number: TBE2422408

#### **AGREEMENT**

In consideration of an agreed premium, the Comparindemnify Ryan's PRessure Washing, Inc.	ny indicated above (hereinafter ca	alled "Surety") hereby agrees to
•		
of 3426 SW 7th Avenue CAPE CORAL, FL 33914		,
(hereinafter called "Obligee"), against direct loss of subscribers (hereinafter called "Subscribers") to its see has a pecuniary interest or for which the Subscriber is employee dishonesty, as hereinafter defined, of an Elliable, to an amount not exceeding	ervices and belonging to the Subsc s legally liable, which the Subscribe	riber, or in which the Subscriber or shall sustain as a result of any
Ten Thousand	( \$10,000.00	), the limit of the bond.
THE FOREGOING AGREEMENT IS SUBJECT TO T	THE FOLLOWING CONDITIONS A	AND LIMITATIONS:

#### TERM OF BOND:

**SECTION 1.** The term of this bond begins at 12:01 A.M. standard time on 04/24/2017 at the address of the Obligee given above and ends at 12:01 A.M. standard time on the effective date of the cancellation of this bond in its entirety.

#### **DISCOVERY PERIOD:**

**SECTION 2.** Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 14, or from its cancellation or termination in its entirety in any other manner, whichever shall happen first.

#### LIMITS OF BOND:

**SECTION 3.** The most the Surety will pay for loss for any one occurrence is the applicable limit of bond shown above.

## **DEFINITION OF EMPLOYEE:**

**SECTION 4.** The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wage and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

# **DEFINITION OF EMPLOYEE DISHONESTY:**

**SECTION 5.** Employee dishonesty shall mean only the fraudulent or dishonest occurrence causing loss during the time the Employee is engaged in services on the premises of the Subscriber or Subscribers and which is punishable

under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.

#### **DEFINITION OF OCCURRENCE:**

**SECTION 6.** Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Subscribers involved.

# **DEFINITION OF PREMISES:**

**SECTION 7.** Premises shall mean only the interior of the Subscriber's building or structure or any part thereof for which the Subscriber is the tenant or owner and for which the Obligee is rendering a service to the Subscriber but shall not include driveways, parking spaces, or appurtenant structures for which the Obligee is not performing a service.

### **MERGER OR CONSOLIDATION:**

**SECTION 8.** If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

# **NON-ACCUMULATION OF LIABILITY:**

**SECTION 9.** Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year or from period to period.

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# LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

**SECTION 10.** With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.

# TRANSFER OF RIGHTS OF RECOVERY:

**SECTION 11.** The Obligee, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligee sustains and for which we have paid or settled the claim. The Obligee must also do everything necessary to secure those rights and do nothing after loss to impair them.

### SALVAGE:

**SECTION 12:** If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except from suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Surety.

#### **CANCELLATION AS TO ANY EMPLOYEE:**

**SECTION 13.** This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee: or (b) at 12:01 A.M. standard time, upon the effective date specified in a written notice served by the Surety upon the Obligee or sent by mail. Such date, if the notice be served, shall not be less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. Mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY: SECTION 14. This bond shall be deemed cancelled in its entirety at 12:01 A.M. standard time, upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by Surety, shall not be less than ten days after such service, or, if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to Obligee the unearned premium computed pro rata if this bond be cancelled at the insistence of the Surety, or at short rates if cancelled or reduced at the insistence of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION: SECTION 15. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligee's employees shall have been cancelled as to any such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such employees shall not have been reinstated under the coverage of said fidelity insurance, or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such employees unless the Surety shall agree in writing to include such employees within the coverage of this bond.

### LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:

**SECTION 16.** At the earliest practical moment, and in no event not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

#### **EXCLUSIONS:**

**SECTION 17.** This bond does not apply:

- (a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond.
- (b) To potential income, including but not limited to interest and dividends, not realized by the Obligee or Subscriber because of a loss covered under this bond.
- (c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond.
- (d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.

Signed, sealed and dated 04/21/2017

OLD REPUBLIC SURETY COMPANY

David Gonsalves

Attorney-in-Fact

THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO SUBSTANTIATE ANY LOSS OR CLAIM.

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# **BUSINESS SERVICES BOND** SOLE PROPRIETOR OR PARTNERSHIP ENDORSEMENT

To be attached to Business Services Bond Number TBE2422408

It is agreed that:		
In the event that the Subscriber shall Section 5) committed by the Obligee the Obligee shall be considered an subject to all terms and conditions he	or any partner of the Obligee, if Employee and the Customer or	a partnership, then and only then,
Signed, sealed and dated	04/21/2017	
GORPORATE OF	Old Republic Surety Company	·
SEAL 1981 * By	Di28	Surety
The state of the s	David Gonsalves	Attorney-in-Fact

Attorney-in-Fact

ORSC 41001 (08/2015) Page 1 of 1

# BUSINESS SERVICES BOND CANCELLATION AND NONRENEWAL ENDORSEMENT FLORIDA

To be attached to and form part of Business Services Bond Number	TBE2422408
issued to Ryan's PRessure Washing, Inc.	

It is hereby understood and agreed that:

 SECTION 14. CANCELLATION AS TO BOND IN ITS ENTIRETY is removed and the following is substituted therefore:

#### CANCELLATION AS TO BOND IN ITS ENTIRETY:

**SECTION 14.** This bond shall be deemed cancelled in its entirety at 12:00 a.m., standard time, upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

#### A. CANCELLATION OF BONDS IN EFFECT 90 DAYS OR LESS

If this bond has been in effect for 90 days or less, we may cancel this bond by mailing or delivering to the Obligee written notice of cancellation, accompanied by the reasons for cancellation, at least:

- 1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- 2. 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - a. A material misstatement or misrepresentation; or
  - b. A failure to comply with underwriting requirements established by the insurer.

## B. CANCELLATION OF BONDS IN EFFECT FOR MORE THAN 90 DAYS

If this bond has been in effect for more than 90 days, we may cancel this bond only for one or more of the following reasons:

- 1. Nonpayment of premium;
- 2. The bond was obtained by a material misstatement;
- 3. There has been a failure to comply with underwriting requirements within 90 days of the effective date of coverage;
- 4. There has been a substantial change in the risk covered by the bond; or
- 5. The cancellation is for all insureds under such bonds for a given class of insureds.

If we cancel this bond for any of these reasons, we will mail or deliver to the Obligee written notice of cancellation, accompanied by the reasons for cancellation, at least:

- a. 10 days before the effective date of cancellation if cancellation is for the reason stated in B.1. above; or
- b. 45 days before the effective date of cancellation if cancellation is for the reasons stated in B.2., 3., 4., or 5. above.

The Surety shall refund to the Obligee the unearned premium computed pro rata within fifteen (15) working days after the effective date of cancellation. The Surety need not return any amount of \$5.00 or less.

ORSC 41022 (08/2015) Page 1 of 2

II) The following is added:

# **NONRENEWAL:**

- A. If we decide not to renew this bond, we will mail or deliver to the Obligee written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this bond.
- B. Any notice of nonrenewal will be mailed or delivered to the Obligee's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The Surety shall refund to the Obligee the unearned premium computed pro rata.

All other conditions remain the same.

Signed, sealed and dated	04/21/2017	
SEAL 1881	Old Republic Surety Company	Surety
·	David Gonsalves	Attorney-in-Fact

ORSC 41022 (08/2015) Page 2 of 2

# BUSINESS SERVICES BOND LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS ENDORSEMENT FLORIDA

To be attached to and form part of Bond Number:	TBE2422408
issued to Ryan's PRessure Washing, Inc.	

It is understood and agreed that:

**SECTION 16.** LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS is removed and the following is substituted therefore:

# LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:

**SECTION 16.** At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of 90 days from the filing of proof as aforesaid on account of such loss, nor after the expiration of five (5) years from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

All other conditions of this bond remain the same.

Signed, sealed and dated	04/21/2017
signica, ocaica ana datea	

SEAL 1981

Old Republic Surety Company

Surety

David Gonsalves

Attorney-in-Fact

ORSC 41056 (08/2015) Page 1 of 1

# BUSINESS SERVICES BOND CONCEALMENT, MISREPRESENTATION OR FRAUD ENDORSEMENT FLORIDA

To be attached to and form part of Bond Number:	TBE2422408
issued to Ryan's PRessure Washing, Inc.	

It is hereby understood and agreed that the following is added:

# **CONCEALMENT, MISREPRESENTATION OR FRAUD**

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

- A. This insurance;
- B. The Covered Property;
- C. Your interest in the Covered Property; or
- D. A claim under this insurance.

All other conditions of this bond remain the same.

Signed, sealed and dated 04/21/2017

CORPORATE CONFORMED CONFOR

Old Republic Surety Company

Surety

By: David Gonsalves Attorney-in-Fact

ORSC 41057 (08/2015) Page 1 of 1

# PREMIUM ENDORSEMENT FLORIDA

This endorsement is to be attached to Bon	d Number or Policy Number TBE2	422408
The basic premium charged for this Bond/		
rom <u>04/24/2017</u>	to 04/24/2018	
s <u>\$100.00</u> .		
Signed, sealed and dated	04/21/2017	
CORPORATE CO	Old Republic Surety Company	
SEAL 1981	Dais	Surety
•	David Gonsalves	Attorney-in-Fact

ORSC 46013 (08/2015) Page 1 of 1



#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

#### David Gonsalves NC

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage quaranty bonds, quarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

Bond Number: TBE2422408 Bond Amount: Ten Thousand (\$10,000.00

Principal Name: Ryans PRessure Washing, Inc.

Obligee Name: Bound unto the Principal Effective Date: 04/24/2017

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, underta cognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be

affixed this 21st day of April		_ ,	
·	, triting	C SURE THE	OLD REPUBLIC SURETY COMPANY
		CORPORATE	1 //
Mullism Johnson	4 9	SEAL)	Nr. Modie
Mylism. Johnsen Assistant Secretary		1981	Ma mice
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS	24,	www.munnun.m.	
On this 21st day of April	2017	_, personally came before me, .	Alan Pavlic
and_Phyllis M. Johnson	, to me kn	•	ficers of the OLD REPUBLIC SURETY COMPANY
who executed the above instrument, and they each acknowledg	ed the executi	on of the same, and being by r	ne duly sworn, did severally depose and say: that
they are the said officers of the corporation aforesaid, and that the			
and their signatures as such officers were duly affixed and subsc	ribed to the sai	d instrument by the authority of	the board of directors of said corporation.
		R. P.	

My Commission Expires: 09/28/2014

**CERTIFICATE** 

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0876072

Signed and sealed at the City of Brookfield, WI this  $\underline{21st}$ 

Phylism. Johnson

ORSC 22262 (3-06)