

Indian Harbor Insurance Company Environmental Impairment Liability Application

**This Application is for a "Claims-Made and Reported" Pollution and Remediation Legal Liability Policy.
PLEASE READ IT CAREFULLY**

Name of Association: THE PALMS AT AMELIA CONDOMINIUM ASSOCIATION, INC.

Association Type: Condominium Assoc / Homeowner Association with Residential Buildings
 Homeowner or Master Association without Residential Buildings

Mailing Address: C/O PMSI, PO BOX 1987, YULEE, FL, 32097

Contact: Lee Graham Title: Property Manager

Telephone/Fax: 9042259070 Email: leespelicans@gmail.com

Effective Date: 6/6/2026 12:00:00 AM

Property Address: 1601 Nectarine Street, Fernandina Beach, FL, 32034

Limit Desired: \$250,000 / \$500,000 / \$1,000,000 each pollution condition

of Units/Members: 80

of Insured Buildings or Other Property Above 3 Stories: 0

of Insured Buildings or Other Property Built Prior to 1978: 0

Sewage Treatment Processing Plant (s): 0

of Swimming Pool(s): 1

Section 1: Location Information (please complete for each location):

1. Does the Association own or operate a golf course? Yes No
2. Have any prior environmental reports, environmental property inspection reports, environmental audits or environmental studies been done for this property? Yes No
3. Have any of the following ever been on the property? Yes No

Waste/Sewage treatment, storage or disposal	Dry cleaners (other than pickup station)	Waste Reclamation
Commercial Printing	Photo Printing	Junk or Scrap Yard
Commercial oil storage or distribution	Automobile maintenance, repair or sales	Recycling
Gas Station	Landfill	

4. Are any hazardous substances* at the property in aggregate amounts greater than 50 gallons? Yes No
 - a. Is the hazardous substance pool chemicals? N/A Yes No
 - b. Is secondary containment, including either dykes, berms, liners, vaults or double-walled tanks, provided for the storage of the chemical(s)? N/A Yes No
5. Does the association have any wells used for potable water? Yes No
 - a. Is the potable water supplied to third parties? N/A Yes No
 - b. Is the water tested annually? N/A Yes No
 - c. Do the results meet local, state, and federal requirements? N/A Yes No

6. Does the association have a septic system? Yes No
- a. Is the septic system connected to individual residents or third parties? N/A Yes No
- b. Is the septic system connected to only association buildings (e.g. a clubhouse)? N/A Yes No
7. Does the association have any Above-ground Storage Tanks (ASTs)? Yes No
- a. Do the tanks store water or propane? N/A Yes No
- b. Do the tanks store gasoline, diesel, heating oil, or chlorine? N/A Yes No
- c. Do the ASTs have secondary containment including either dykes, berms, liners, vaults or double-walled tanks? N/A Yes No
8. Do you own or operate any Underground Storage Tanks (USTs)? Yes No
- a. Are all USTs currently in use? N/A Yes No
- b. Are any of the UST's greater than 20 years old? N/A Yes No
- c. Do the tank(s) store propane only? N/A Yes No
- d. Do the tanks store diesel or heating oil? N/A Yes No
- e. Have any UST(s) ever failed tightness testing? N/A Yes No
- f. Are the UST(s) double-walled? N/A Yes No
- g. Are any of the tanks greater than 1,000 gallons? N/A Yes No
9. Is there a sewage treatment facility at the property? Yes No
- a. If Yes, is the average daily flow greater than .5 million gallons per day? N/A Yes No
- (1) **If 9.a. is NO**, Does it accept third party waste? N/A Yes No
- (2) **If 9.a.(1) is NO**, Is the facility operated, serviced, and maintained by an Independent Contractor? N/A Yes No
- (3) **If 9.a.(2) is NO**, Is sludge disposed of in accordance with EPA Guidelines? N/A Yes No
- (4) **If 9.a.(3) is YES**, Is there emergency power source for pumps? N/A Yes No
- (5) **If 9.a.(4) is YES**, Are there pump alarms with regular testing? N/A Yes No
- (6) **If 9.a.(5) is YES**, Does electrical wiring meet U.L. explosion proof standards? N/A Yes No

UST SCHEDULE

#	Age	Type	Capacity	Construction	Contents	Secondary Containment If yes, indicate type:
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If yes, indicate type:
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If yes, indicate type:
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If yes, indicate type:
						<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If yes, indicate type:

Current Environmental Insurance Coverage

Insurance Carrier: _____ Policy Premium: _____

Policy Limits: _____ Policy Retention/Deductible: _____

Policy Effective Date: _____

*Hazardous substances include but are not limited to: pesticides, herbicides, paints, solvents, cleaning fluids, pool chemicals, or any other chemical.

Section II: Warranty Statement:

1. Are you aware of any actual or suspected spills, releases or environmental contamination related to your business or the location(s) for which you are requesting coverage for? Yes No
2. Are there any statutes, standards, or other city, state, or federal regulations relating to the protection of the environment you cannot comply with? Yes No
3. In the last five years, have you had environmental coverage? Yes No
4. Have you ever had any pollution claims including, but not limited to, claims by private persons, entities, government agencies or other third parties? Yes No
5. Has any environmental coverage been declined, cancelled, or non-renewed? Yes No
6. In the last five years, have you been investigated, cited or prosecuted for contravention or violation of any standard or law relating to any release or pollutants into sewers, rivers, seas or onto land? Yes No
7. Are you aware of any circumstances that could reasonably be expected to give rise to an environmental liability claim under this policy? Yes No

FRAUD WARNINGS

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO D.C. APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO HAWAII APPLICANTS: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK COMMERCIAL INSURANCE APPLICANTS, EXCEPT AUTOMOBILE INSURANCE APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO NEW YORK APPLICANTS FOR AUTOMOBILE INSURANCE: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

NOTICE TO NEW YORK APPLICANTS FOR FIRE INSURANCE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PENNSYLVANIA APPLICANTS FOR AUTO INSURANCE: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.

NOTICE TO PUERTO RICO APPLICANTS: Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousands dollars (\$5,000), not to exceed ten thousands dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

NOTICE TO RHODE ISLAND APPLICANTS: Failing to disclose a conviction of arson in an application for insurance is subject to criminal penalty.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ALL OTHER STATE APPLICANTS: Any person who knowingly includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

THE APPLICANT REPRESENTS THAT THE ABOVE STATEMENTS AND FACTS ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED.


COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. APPLICANT'S ACCEPTANCE OF THE COMPANY'S QUOTATION IS REQUIRED PRIOR TO BINDING COVERAGE AND POLICY ISSUANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

(Fraud Language Revised 10/01/09)

Applicant: Jack Welch

Title: Treasure

Applicant's
Signature: 
Jack Welch (Jun 3, 2026 17:19:14 EDT)

Date: 06/03/2026

Agent's
Signature: 
KELLY PETERS (Jun 3, 2026 15:51:44 EDT)

Date: 06/03/2026

Property Owners Protector Plan PG, LLC

Membership Agreement

This Agreement is entered into between Property Owners Protector Plan PG, LLC, a Florida limited liability corporation (the "Purchasing Group"), which is located at 816 AIA North, Suite 206, Ponte Vedra Beach, Florida 32082 and the THE PALMS AT AMELIA CONDOMINIUM ASSOCIATION, INC. ("Purchaser") which is located at the following address:

WHEREAS Purchasing Group is a risk purchasing group formed pursuant to Florida law and the Liability Risk Retention Act of 1986, as amended (15 U.S.C. 3910 et. seq.) ("Act") in order to permit a group of individuals who share common or similar liability exposures to join together to purchase liability insurance on a group basis; and

WHEREAS Purchaser represents and has provided information to Purchasing Group that Purchaser is exposed to liability risks which are the same or similar to those of the other members of the group; and

WHEREAS, subject to the terms and conditions of this Agreement, Purchaser seeks to insure its own risks by purchasing liability insurance under one or more group insurance policies issued to the Purchasing Group (individually or collectively, the "Insurance");

NOW THEREFORE, the parties agree as follows:

1. Effective Date. This Agreement shall be effective as of the date that an application for Insurance and membership is signed by Purchaser and accepted by Purchasing Group.
2. Membership Rights and Obligations. Purchaser shall abide by the terms and conditions of membership as set forth herein. Purchaser's only rights as a member is to apply for and purchase the Insurance. Purchaser shall have no other rights as a member. Without limiting the generality of the foregoing, Purchaser shall have no rights: (i) under the governing documents of Purchasing Group; (ii) to participate in the management of Purchasing Group; (iii) to receive any dividends, profits, or other financial gain from the profits of Purchasing Group; or (iv) to transfer its membership in Purchasing Group.
3. Premium and Membership Fees. Purchaser shall receive a quote for Insurance premium, membership and administrative fees and other surcharges and taxes. The membership and administrative fees included in the quote are established by Purchasing Group and shall vary from member to member in a manner that may be considered arbitrary, capricious or discriminatory. The membership and administrative fees shall be retained by Purchasing Group fund the operations of Property Owner Protector Plan PG, LLC and shall not be (i) related to the insurance exposures or operations of the member; (ii) for an insurance-related service or proof of insurance; or (iii) to compensate an agent or broker. The membership and administrative fees shall be established at the sole discretion of the Purchasing Group, which shall have no obligation to disclose to Purchaser the manner in which the fees were established or utilized. Purchasing Group may re-evaluate and revise the membership and administrative fees from time to time without notice.
4. Administrator. Purchasing Group has appointed Coastal Insurance Underwriters, Inc. to administer certain risk purchasing group operations. Coastal Insurance Underwriters, Inc. is an affiliate of Purchasing Group and is paid administrative fees by Purchasing Group for such services.
5. Eligibility. To determine eligibility for the Insurance, Purchaser shall provide all requested data to Purchasing Group regarding the insured risks and Purchaser warrants the accuracy of such data. Purchaser acknowledges certain underwriting criteria shall be imposed by each insurer upon all members of the risk purchasing group

who are insured or all persons who seek to be insured under the Insurance. Purchaser understands that its failure to meet such underwriting criteria may result in the nonrenewal of its coverage under the Insurance.

6. Termination.

a) This Agreement shall terminate:

- i. Upon failure of Purchaser to pay fees or premiums as required under the Insurance and this Agreement.
- ii. Upon termination or non-renewal of Insurance covering Purchaser or the membership through Purchasing Group.

b) This Agreement may be terminated by Purchasing Group:

- i. if there is a change in the business of Purchaser which results overall in its being exposed to liability risks which are not the same as or similar to those of the other members of the group so that it would no longer qualify for membership within the requirements of the Act; provided that and Purchasing Group shall give not less than thirty (30) days prior written notice of such termination; or
- ii. upon Purchaser's failure to meet standards, criteria, or conditions of membership which may be established from time to time by Purchasing Group for the risk purchasing group as a whole; provided that Purchasing Group shall give not less than thirty (30) days prior written notice of such termination.

c) This Agreement may be terminated by Purchaser upon Purchaser's withdrawal from membership in the Purchasing Group. Purchaser may withdraw from the Purchasing Group and participation in the Insurance at any time by submitting a written notice of its withdrawal to Purchasing Group stating the date upon which the withdrawal is to be effective. This Agreement shall terminate upon that date. Purchaser understands that withdrawal from the Purchasing Group will immediately terminate all coverage for Purchaser under the Insurance.

7. Indemnification. Purchaser agrees to indemnify and hold harmless Purchasing Group and Coastal Insurance Underwriters, Inc. for any liability or expenses, including attorney's fees, arising from or relating to errors, inaccuracies, misrepresentations or omissions by Purchaser or any of its employees or agents.


8. Governing Law. The Agreement shall be construed in accordance with the laws of the State of Florida without regard to its principles regarding conflicts of laws.

9. Arbitration. Any dispute arising out of or related to this Agreement shall be resolved by binding arbitration conducted in accordance with the rules of a nationally recognized arbitration association. Unless the parties agree otherwise, any such arbitration will be held before a single arbitrator in Jacksonville, Florida. The Parties shall use their best efforts to agree upon an independent third-party arbitrator within fourteen (14) days. In the event the Parties are unable to agree on the selection of such an arbitrator, either party may then proceed in accordance with the rules and procedures of the nationally recognized arbitration association selected by the party filing the arbitration. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The parties agree that there shall be no right or ability for any disputes to be arbitrated or litigated on a class-wide or collective basis.


10. Waiver. No waiver of any breach of default of this Agreement shall be valid unless in writing and signed by Purchasing Group, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

11. Severability. If any provision of this Agreement is found to be illegal or unenforceable, then the remaining provisions shall be unaffected and remain fully binding and enforceable.
12. Notice. Any notice required or which may be given under this Agreement shall be in writing and either delivered personally, sent by overnight courier, sent by certified mail (return receipt requested) to such address set forth herein or otherwise designated in writing by a party.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes all previous agreements entered into between the parties hereto with respect to its subject matter.

PURCHASER:

By: 
Jack Welch (Jun 3, 2026 17:19:14 EDT)
Print Name: Jack Welch
Its: _____
Date: Treasure
06/03/2026

PROPERTY OWNERS PROTECTOR PLAN PG, LLC:

By: 
Print Name: Sim Bridges
Its: Manager
Date: 6/3/2026

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**


You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act.* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 6.03.
X	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.


Jack Welch (Jun 3, 2026 17:19:14 EDT)
 Policyholder/Applicant's Signature

 Indian Harbor Insurance Company
 Insurance Company

Jack Welch

Print Name

Policy Number

06/03/2026

Date