

Banquet Halls

Our product is designed for banquet hall owners that rent their premises to others for weddings, meetings and more.



Eligible Risks:

- Liability up to 50,000 sq. ft.
- Property limits up to \$10,000,000 per location (where available)
- On-premises catering
- Cooking space for outside caterers to use

Product Advantages:

- Liability coverage limits up to \$2,000,000/\$4,000,000
- No liability deductible
- Hired and non-owned auto liability coverage available
- Coverages can be written on either a commercial package or a monoline basis
- Equipment breakdown coverage with \$250,000 of food spoilage
- Liquor liability coverage available

Business Resource Center Advantages:

- Human resource services
- Background checks
- Payroll services
- Marketing resources

Additional Advantages:

- Unsurpassed service with a sense of urgency and care
- Same-day or next-day business morning claims acknowledgement
- Carriers are members of the Berkshire Hathaway Company

Claim Example:

Property: A fire started in the kitchen of the insured building causing \$25,000 of water/smoke damage to the building and \$10,000 of business personal property damage. In order to repair the damage, the business had to be closed for three weeks. This loss resulted in the loss of business income for the insured.

Liability: The insured was catering an event and accidentally spilled a bucket of ice on the floor. Before the ice could be cleaned up, one of the attendees of the party slipped and fell breaking his hip. He sustained \$50,000 in medical expenses.

Email submissions to commercial@devonparkspecialty.com

This document does not amend, extend or alter the coverage afforded by the policy. For a complete understanding of any insurance you purchase, you must first read your policy, declaration page and any endorsements and discuss them with your agent. A sample policy is available from your agent. Your actual policy conditions may be amended by endorsement or affected by state laws.

Catering and Banquet Halls

Complete in Addition to Acord Applications
Include four year's hard copy loss runs

QUOTE INFORMATION

Applicant's name: _____ DBA: _____

Location address: _____

City: _____ State: _____ Zip: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Web address: _____ E-mail address: _____ Phone: _____

Inspection contact name: _____ E-mail address: _____ Phone: _____

Audit contact name: _____ E-mail address: _____ Phone: _____

Form of business: Individual Corporation Partnership LLC Trust Other _____

Description of operations: Off-premises caterer Banquet hall Banquet hall and off-premises caterer

1. What year did the business start? _____
2. How many years at the current location? _____
3. What are the annual sales: \$ _____
 - a. Off premises catering sales: \$ _____
 - b. Hall operation sales: \$ _____
4. Square footage of the banquet hall? _____ sq. ft.
5. Average number of attendees per year: _____
6. Estimated number of events per year: _____
7. Are there any past, pending or planned foreclosures and/or bankruptcies or judgements for unpaid taxes against the named insured or any officer, partner, member or owner, individually within the last five years? Yes No
8. Does any building built prior to 1978 have aluminum wire or knob-and-tube wiring? Yes No
9. Are all buildings built prior to 1978 100 percent wired on functional and operational circuit breakers? Yes No

LIABILITY ELIGIBILITY

10. Do all public areas, occupancies and/or habitational units have functioning and operational smoke and/or heat detectors? Yes No
11. Are security and bouncers provided or subcontracted by the applicant? Yes No
12. Are there at least two means of egress (exits) for every floor with public access? Yes No
13. Does the public access multiple levels within the banquet hall? Yes No

PROPERTY ELIGIBILITY

14. Are there functioning and operational fire extinguishers readily available? Yes No
15. Is the interior or exterior portion of any building is currently damaged by fire, water, wind/hail or any other peril not specifically listed? Yes No

16. Does the location have a commercial cooking exposure? Yes No
- If "Yes," please complete the following:
- a. Do all grills, deep fat fryers and woks have a functioning and operational automatic fire extinguishing system that is compliant with the National Fire Protection Association standard number 96? Yes No
- b. Does the automatic fire extinguishing system have an in-force cleaning contract? Yes No
- c. What type of extinguishing system is functional and operational? N/A Dry Wet

OFF PREMISES CATERER ELIGIBILITY

17. Are certificates of insurance obtained from all independent contractors? Yes No
18. Is the applicant involved in the rental of tools or equipment to others? Yes No
19. Are all Department of Health regulations followed? Yes No
20. Does the applicant provide event planning or other event services other than catering? Yes No
21. Is all tent and stage set-up subcontracted to others? *If "No," please explain.* Yes No

-
22. Is the applicant a mobile food truck, a vending machine operation or a walking vendor? Yes No
23. Is there any exposure to "Meals on Wheels?" Yes No
24. Are food services provided to schools, hospitals, nursing homes, assisted living facilities, prisons or aircrafts? Yes No
25. Does the applicant provide nutritional counseling? Yes No
26. Does the applicant have a process in place for all food shipped or delivered by mail to ensure a temperature is maintained to prevent spoilage? Yes No

BANQUET HALL ELIGIBILITY

27. Is the facility rented for promoter parties, frat/sorority parties or raves that target patrons under the age of 25? Yes No
28. Does the hall owner host their own parties, concerts or events at the premises?
If "Yes," please provide details or a calendar of events. Yes No

-
29. Is adult supervision maintained during the length of any party or event held for those under the age of 18? Yes No
30. Is the hall located on or at a personal residence? Yes No
31. Is there any exposure to pyrotechnic displays, foam machines, trampolines, swimming pools or mosh pits? Yes No
32. Is there a hotel or motel occupancy at the same location as the banquet hall? Yes No
33. Does the applicant require all renters of the hall to purchase a special event policy naming the applicant as an additional insured? *If "No," please explain.* Yes No

-
34. Is the hall rented for events during the week? Yes No
35. Indicate the days when the banquet manager is regularly on premises:
 Monday Tuesday Wednesday Thursday Friday Saturday Sunday

FRAUD STATEMENTS

Alabama, Arkansas, District of Columbia, New Mexico, Rhode Island and West Virginia: 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.

Colorado Fraud Statement: 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.

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas Fraud Statement: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Statement: 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 a denial of insurance benefits

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

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Oklahoma Fraud Statement: 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.

Oregon Fraud Statement: Notice to Oregon applicants: Any person who, with intent to defraud or knowing that he is facilitation a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Kentucky, Pennsylvania AND Ohio Fraud Statement: 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.

Tennessee, Virginia and Washington Fraud Statement: 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.

Fraud Statement (All Other States): 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 may be guilty of a crime and may be subject to fines and confinement in prison.

STATE NOTICES

Arizona Notice: Misrepresentations, omissions, concealment of facts and incorrect statements shall prevent recovery under the policy only if the misrepresentations, omissions, concealment of facts or incorrect statements are; fraudulent or material either to the acceptance of the risk, or to the hazard assumed by the insurer or the insurer in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

Florida Surplus Lines Notice: (Applies only if policy is non-admitted) You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida and Illinois Punitive Damage Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Maine Notice: The insurer is not permitted to withdraw any binder once issued, but a prospective notice of cancellation may be sent and coverage denied for fraud or material misrepresentation in obtaining coverage. A policy may not be unilaterally rescinded or voided.

Minnesota Notice: Authorization or agreement to bind the insurance may be withdrawn or modified only based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days' notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

Ohio Representation Statement: By acceptance of this policy, the Insured agrees the statements in the application (new or renewal) submitted to the company are true and correct. It is understood and agreed that, to the extent permitted by law, the Company reserves the right to rescind this policy, or any coverage provided herein, for material misrepresentations made by the Insured. It is understood and agreed that the statements made in the insurance applications are incorporated into, and shall form part of, this policy. THE INSURED UNDERSTANDS AND AGREES THAT ANY MATERIAL MISREPRESENTATION OR OMISSION ON THIS APPLICATION WILL ACT TO RENDER ANY CONTRACT OF INSURANCE NULL AND WITHOUT EFFECT OR PROVIDE THE COMPANY THE RIGHT TO RESCIND IT.

Utah Punitive Damages Notice: I understand that Punitive Damages are not insurable in the state of Utah. There will be no coverage afforded for Punitive Damages for any Claim brought in the State of Utah. Any coverage for Punitive Damages will only apply if a Claim is filed in a state which allows punitive or exemplary damages to be insurable. This may apply if a Claim is brought in another state by a subsidiary or additional location(s) of the Named Insured, outside the state of Utah, for which coverage is sought under the same policy

If your state requires that we have information regarding your Authorized Retail Agent or Broker, please provide below.

Retail agency name: _____ License #: _____

Agent's signature: _____ Main agency phone number: _____

(Required in New Hampshire)

Agency mailing address: _____

City: _____ State: _____ Zip _____

The signer of this Application acknowledges and understands that the information provided herein is material to the Company's acceptance of the risk and issuance of the requested policy. The signer of this Application represents that the information provided herein is true and correct in all matters. Any changes in the information represented in this Application occurring prior to the effective date of a policy shall be promptly reported to the Company in which case, the Company has the right to modify or withdraw any quote or binder issued based on such changes. The Company has the right but not the obligation to investigate any representation(s) in this Application. A decision by the Company not to investigate shall not estop the Company from relying on this Application in issuing a policy. It is agreed that this Application and any material submitted therewith, including but not limited to any supplemental Application(s), shall be the basis of any policy that is issued.

Applicant's signature: _____ Title: _____

President, Chairperson of the Board, Managing Member, or Executive Director

Date: _____