



# Fitness Center Product

## FITNESS CENTERS WARRANTY APPLICATION

Package (GL & Property)  General Liability only

Please complete all sections of this application and have signed by the applicant.

### GENERAL INFORMATION

- If our renewal, provide the expiring policy number: \_\_\_\_\_
- Name: \_\_\_\_\_ DBA: \_\_\_\_\_
- Sole Proprietorship  Partnership  Corporation  LLC  Other
- Mailing Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_
- Location Address: \_\_\_\_\_
- Applicant's website Address? \_\_\_\_\_
- How long has current owner been in business at this location? \_\_\_\_\_
- Has applicant ever operated this location under a different name or DBA (other than above)?  Yes  No  
If yes, provide name or DBA used: \_\_\_\_\_
- Any prior bankruptcy within the past five years?  Yes  No  
Date of bankruptcy? \_\_\_\_\_
- Prior Carrier: Expiring Premium \$ \_\_\_\_\_
- Loss History for Property and General Liability for past three years (if in business that long)  If none, check here

Date	Type/Description	Paid	Reserved	Open/Closed
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	

- Within the past five years, has applicant's coverage been cancelled or non-renewed?  Yes  No  
If yes, explain: \_\_\_\_\_
- Hours of Operation: Mon - Thur \_\_\_\_\_ Fri \_\_\_\_\_ Sat \_\_\_\_\_ Sun \_\_\_\_\_
- Total Receipts: \_\_\_\_\_ Number of Members: \_\_\_\_\_
- Any locations in Alaska or Louisiana?  Yes  No
- Any alleged or actual incidents regarding molestation or abuse involving your center(s)?  Yes  No
- 24-hour facility or do any members have access keys to your center(s)?  Yes  No
- Does Fitness Center Have a pool?  Yes  No
- Signed Release/Waiver of liability REQUIRED prior to using your center(s)?  Yes  No
- Signed PAR-Q (Physical Activity Readiness Questionnaire) REQUIRED prior to using your center(s)?  Yes  No
- Are minors allowed to use equipment without parent or guardian signing Release/Waiver & PAR-Q?  Yes  No
- Are all Personal Trainers / Aerobic Instructors required to be certified?  Yes  No
- Any chiropractic, physical therapy &/or rehabilitation services provided by your employees?  Yes  No
- Do any chiropractors, physical &/or rehabilitation therapists or registered dieticians rent space in your center(s) who do not carry their own insurance and name you as an additional insured on their policy?  Yes  No
- Do you sell any diet aids, vitamins, or muscle supplements or similar products that you altered from its original packaging?  Yes  No
- Medical Services, blood analysis, stress testing or diet clinics provided by your center(s)?  Yes  No
- Any alcohol sales in your center(s)?  Yes  No
- Use of electricity to create muscle tone or other passive exercise services provided by your center(s)?  Yes  No

29. Any type of acupuncture services provided by your center(s)?  Yes  No
30. Electrolysis or hair removal services provided by your center(s)?  Yes  No
31. Body wrapping services or any type of body containers provided/used by your center(s)?  Yes  No
32. Ear or body piercing services provided by your center(s)?  Yes  No
33. Trampolines or gymnastic instruction or similar activity offered by your center(s)?  Yes  No
34. Contact martial arts, karate, kickboxing, regular boxing or similar activities offered at your center(s)?  Yes  No
35. Rock climbing, scaling or similar activities offered by your center(s) on or off premises?  Yes  No
36. Appropriate warning signs posted near and in clear view of all tanning units, hot tubs, Jacuzzis, Sauna, steam rooms, and fitness equipment?  Yes  No
37. Repair/service logs maintained on all equipment used in your center(s)?  Yes  No
38. Do you have Fitness staff certified in CPR on duty during all hours of operation?  Yes  No

**GENERAL LIABILITY SECTION**

39. Limit Requested:  300/600  500/1,000  1,000/2,000
40. Molestation and Abuse Limit:  100/300  300/300  500/500  1,000/1,000
41. Hired/Non Owned Auto Coverage:  100/300  300/300  500/500  1,000/1,000
42. Stop Gap Coverage:  100/300  300/300  500/500  1,000/1,000
43. Jacuzzis, Hot Tub, Sauna or Steam Rooms?  Yes  No
44. Does Facility have Treadmills?  Yes  No
45. Any shower facilities?  Yes  No
46. Number of Masseur/Masseuse \_\_\_\_\_
47. Number of sports courts \_\_\_\_\_
48. Any off-premise activities?  Yes  No  
Detail & how often: \_\_\_\_\_
49. List any on-premise exhibitions, competitions, or special events: \_\_\_\_\_

50. Tanning Information  Not Applicable  
Number of units: \_\_\_\_\_
51. Are all units U.L. Approved?  Yes  No
52. Are only employees allowed to adjust the controls of the tanning units?.  Yes  No
53. Are there limits regarding duration or number of visits?  Yes  No
54. Patrons/Members are allowed to use tanning units WITHOUT goggles?  Yes  No
55. Patrons warned against using tanning units while on photosensitive medication or pregnant?  Yes  No
56. Child Sitting Information  Not Applicable
57. Do you accept a child under 6 weeks of age?  Yes  No
58. Criminal and background checks required for child sitting employees prior to employment?  Yes  No
59. Are children allowed to be dropped off or picked up WITHOUT a Sign In/out sheet?  Yes  No
60. Are members allowed to leave the premises while children are in the center?  Yes  No
61. Are children allowed to be in the center for an unlimited amount of time?  Yes  No
62. Any food allowed in the child sitting room?  Yes  No

**63 Property Information** **Not Applicable**

64. Age of Building: \_\_\_\_\_ Number of Stories: \_\_\_\_\_
65. Total Sq Ft \_\_\_\_\_ Applicant's Sq Ft \_\_\_\_\_ Apartment Sq Ft \_\_\_\_\_
66. List all other occupancies: \_\_\_\_\_  None  
If any, list Sq Ft \_\_\_\_\_
67. Construction: \_\_\_\_\_ Building Limit \_\_\_\_\_
68. Contents limit \_\_\_\_\_ Coinsurance 80% \_\_\_\_\_ 90% \_\_\_\_\_ 100%

69. Business Income limit \_\_\_\_\_ Coinsurance 50% 60% 70% 80% 90% 100% or  
 Monthly limit 1/3 1/4 1/6
70. Optional coverages: Value plus endorsement  Yes  No Glass \_\_\_\_\_ liner ft. Sign \_\_\_\_\_
71. Money & Securities  \$1,000  \$2,000  \$5,000 Employee Dishonesty:  \$5,000  \$10,000
72. Equipment breakdown coverage  Yes  No
73. Cause of loss:  Basic  Special  Special excluding theft
74. Property deductible:  \$1,000  \$2,500  \$5,000
75. Age of roof \_\_\_\_\_ Electrical update \_\_\_\_\_ Plumbing update \_\_\_\_\_ Heating update \_\_\_\_\_
76. Protective devices:  Functional Smoke detectors  Sprinkler system covering 100% of premise  
 (check all that apply)  Central station burglar alarm  Central station fire alarm
77. Any location in Hawaii?  Yes  No
78. Is all electrical system connected to functional and operational circuit breakers?  No  Yes
79. Does the electrical system have aluminum wiring or knob & tube wiring?  Yes  No

**MORTGAGEES/ADDITIONAL INSUREDS/LOSS PAYEES**

List name, address and interest of each: Indicate applicable section:

Name: \_\_\_\_\_  Property  GL  
 Address \_\_\_\_\_  
 Interest \_\_\_\_\_

Name: \_\_\_\_\_  Property  GL  
 Address \_\_\_\_\_  
 Interest \_\_\_\_\_

Name: \_\_\_\_\_  Property  GL  
 Address \_\_\_\_\_  
 Interest \_\_\_\_\_

**INSPECTION AND AUDIT CONTACTS**

Inspection Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
 Audit Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**Applicant's Warranty Statement:** The undersigned represents to the best of his/her knowledge and belief the particulars and statements set forth are true and agree that those particulars and statements are material to the acceptance of the risk assumed by the Company. The undersigned further declares that any claim, incident or event taking place prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The signing of the Application does not bind the undersigned to purchase the insurance, nor does the review of the Application bind the Company to issue a policy. It is understood the Company is relying on the Application in the event the Policy is issued. It is agreed that this Application, including any material submitted there with, shall be the basis of the contract should a policy be issued, and may be attached to and become part of the policy.

**Virginia Notice:** Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

**Minnesota Notice:** The clause "and/or authorization or agreement to bind the insurance" is replaced with "Authorization or agreement to bind the insurance may be withdrawn or modified 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.

**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.

**District of Columbia Fraud Statement: 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.

**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.

**Kentucky Fraud Statement:** 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.

**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.

**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.

**New York 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 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.

**Ohio Fraud Statement:** 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.

**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.

**Pennsylvania 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 and Virginia 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 is guilty of a crime and may be subject to fines and confinement in prison.

Applicant's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Officer)

Broker's Signature \_\_\_\_\_

Some states require that we have the Name and Address of your (Insured's) Authorized Agent or Broker.

Name of Authorized Agent or Broker \_\_\_\_\_

Address: \_\_\_\_\_

Mail complete application through local Agent or Broker to: \_\_\_\_\_

\_\_\_\_\_