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FACE AND BODY PAINTING

General Information

Proposed Effective Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ County: \_\_\_\_\_

Business Telephone Number: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Physical Location of Business (if different): \_\_\_\_\_

Other Locations to be Insured:

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please list any other names the business is or has been known by: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Producer No.: \_\_\_\_\_ Producer's Name: \_\_\_\_\_

Producer's E-mail: \_\_\_\_\_

Detailed description of business activities/services provided (specifically, and by location): \_\_\_\_\_

Is this a new business? [ ] Yes [ ] No If no, how many years have you been in business? \_\_\_\_\_

Does your business provide services other than face/body painting? [ ] Yes [ ] No

If yes, please describe other services provided: \_\_\_\_\_

Applicant is: [ ] Individual [ ] Corporation [ ] Partnership [ ] Joint Venture

[ ] Other (please describe): \_\_\_\_\_

Annual Payroll: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

Total number of independent contractors associated with business: \_\_\_\_\_

Does your company have within its staff of employees, a position whose job description deals with product liability, loss control, safety inspections, engineering, consulting, or other professional consultation advisory services? [ ] Yes [ ] No

If yes, please tell us:

Employee Name: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Business Telephone No.: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ Years with Company: \_\_\_\_\_

Employee's Responsibilities: \_\_\_\_\_

1. Insurance History

Who is your current insurance carrier (or your last if no current provider)? \_\_\_\_\_

Provide name(s) for all insurance companies that have provided Applicant insurance for the last three years:

	Coverage:	Coverage:	Coverage:
Company Name			
Expiration Date			
Annual Premium	\$	\$	\$

Has the Applicant or any predecessor or related person or entity ever had a claim?  Yes  No

Attach a five year loss/claims history, including details. (REQUIRED)

Have you had any incident, event, occurrence, loss, or Wrongful Act which might give rise to a Claim covered by this Policy, prior to the inception of this Policy?  Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the Applicant, or anyone on the Applicant's behalf, attempted to place this risk in standard markets?  Yes  No

If the standard markets are declining placement, please explain why: \_\_\_\_\_  
\_\_\_\_\_

## 2. Business Activities

1. Have you had formal instruction in the application of: face/body painting  Yes  No  
If yes, please attach all certificates of training. If no, please attach a description of training and experience.
2. What are your average gross receipts per year? \$ \_\_\_\_\_ Estimated for next year: \$ \_\_\_\_\_
3. Number of face/body painters on site: \_\_\_\_\_  
If more than one, please list all artists:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Number of face/body paintings done in the past twelve months: Face: \_\_\_\_\_ Body: \_\_\_\_\_
5. Please provide a detailed description of painting to be covered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. How many years of experience do you have painting? Face: \_\_\_\_\_ Body: \_\_\_\_\_
7. What type of paint do you use? \_\_\_\_\_  
Note: Paints must be non-toxic and safe for skin.
8. Do you use glitter?  Yes  No  
If yes, glitter must be made of polyester and .008 microns in size or smaller.
9. How do you clean your brushes? \_\_\_\_\_
10. Please provide a list of companies you work with as an independent contractor.
11. Do you provide any other services other than face/body painting for any of the above listed companies?  Yes  No

If yes, please describe the other services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT REGARDING SHARED DEPLETING LIMITS  
AND MAINTENANCE OF SEPARATE INDIVIDUAL INSURANCE**

The undersigned, as an authorized representative on behalf of the Participating Member in the Group Commercial Liability Insurance Coverage Contract, hereby acknowledges and understands the following:

1. The Group Commercial Liability Insurance Coverage Contract is provided pursuant to a Master Policy issued to International Special Events and Recreation Association ("ISERA"), a Risk Purchasing Group. There are multiple other face and body painting insureds participating in the same Master Policy. The Limits of Liability set forth in the Coverage Contract and Master Policy are shared by all insureds under the Master Policy. As such, the Limits of Liability will be depleted whenever claims are paid or investigated under the Master Policy, even though the claim does not involve the undersigned Participating Member. The undersigned acknowledges that the Limits of Liability are extended on a shared basis with other insureds and are subject to being depleted.
2. The Participating Member acknowledges that it is required to maintain an individual policy through XINSURANCE in order to participate in the Group Commercial Liability Insurance Coverage Contract. Failure to obtain or maintain the individualized XINSURANCE policy will invalidate coverage for the Participating Member under the Coverage Contract.

**REPRESENTATIONS AND WARRANTIES**

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Application, the Applicant for insurance hereby represents and warrants that the information provided in the Application, together with all supplemental information and documents provided in conjunction with the Application, is true, correct, inclusive of all relevant and material information necessary for the Insurer to accurately and completely assess the Application, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Insurer can and will rely upon the Application and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) the Application and all supplemental information and documents provided in conjunction with the Application are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Application or the payment of any premium does not obligate the Insurer to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Application, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Insurer and its agents to gather any additional information the Insurer deems necessary to process the Application for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit rating agencies. The Insurer has no obligation to gather any information nor verify any information received from the Applicant or any other person or entity. The Applicant expressly authorizes the release of information regarding the Applicant's losses, financial information, or any regulatory compliance issues to this Insurer in conjunction with consideration of the Application.

The Applicant further represents that the Applicant understands and agrees the Insurer may: (i) present a quote with a Sub-limit of liability for certain exposures, (ii) quote certain coverages with certain activities, events, services, or waivers excluded from the quote, and (iii) offer several optional quotes for consideration by the Applicant for insurance coverage. In the event coverage is offered, such coverage will not become effective until the Insurer's accounting office receives the required premium payment.

The Applicant agrees that the Insurer and any party from whom the Insurer may request information in conjunction with the Application may treat the Applicant's facsimile signature on the Application as an original signature for all purposes.

The Applicant acknowledges that under any insuring contract issued, the following provisions will apply:

1. A single Accident, or the accumulation of more than one Accident during the Policy Period, may cause the per Accident Limit and/or the annual aggregate maximum Limit of Liability to be exhausted, at which time the Insured will have no further benefits under the Policy.
2. The Insured may request the Insurer to reinstate the original Limit of Liability for the remainder of the Policy period for an additional coverage charge, as may be calculated and offered by the Insurer. The Insurer is under no obligation to accept the Insured's request.

3. The Applicant understands and agrees that the Insurer has no obligation to notify the Insured of the possibility that the maximum Limit of Liability may be exhausted by any Accident or combination of Accidents that may occur during the Policy Period. The Insured must determine if additional coverage should be purchased. The Insurer is expressly not obligated to make a determination about additional coverage, nor advise the Insured concerning additional coverage.

4. The Insurer is herein released and relieved from any and all responsibility to notify the Insured of the possible reduction in any applicable Limit of Liability. The Insured herein assumes the sole and individual responsibility to evaluate, consider, and initiate a request for additional coverage or reinstatement of the annual aggregate Limit of Liability which may be exhausted by any single Accident or combination of Accidents during the Policy Period.

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Applicant:

Agent/Broker:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name