

**TENANT ENROLLMENT AND ACKNOWLEDGEMENT AGREEMENT**

<b>Bond Number:</b>	
<b>Tenant:</b>	
<b>Obligee:</b>	("Landlord")
<b>Rental Property Address:</b>	
<b>Unit #:</b>	
<b>Bond Period</b>	
<b>From:</b>	
<b>To:</b>	
<b>Bond Coverage Amount:</b>	
<b>Non-refundable Premium:</b>	("Premium")
<b>Effective Date:</b>	("Effective Date")
<b>Monthly Rent:</b>	

This Tenant Enrollment and Acknowledgment Agreement (the "Tenant Agreement" or "Agreement") sets forth the terms and conditions upon which **National Specialty Insurance Company** ("Insurer") has agreed to issue to the Tenant identified above ("Tenant") a Lease Rental Bond (the "Bond"), the role and responsibility of our agent **Rhino New York LLC (Rhino Insurance Agency in California)** ("Rhino"), and your and their respective obligations.

This Agreement is made and entered into on the Effective Date. It applies solely to the Tenant and corresponding Lease Agreement you entered into with the Landlord.

Section B.6 of this Agreement requires that any Disputes are to be resolved individually in arbitration or small claims court. Disputes in arbitration and small claims court are resolved without a jury trial and with less discovery and less appellate review than in court.

On the basis of the acknowledgements and agreements contained herein, and your payment of Premium, the Tenant has been bonded by the Insurer pursuant to the Bond referenced above.

**A. ENROLLMENT AND ACKNOWLEDGEMENTS**

By affixing my signature below, I intend to be legally bound and I understand and expressly and voluntarily acknowledge and agree to each of the following statements, terms and conditions:

1. I am participating in the Lease Rental Bond Program under this Agreement and committing to perform my obligations hereunder including the payment of Premium described below, so that the Insurer will issue a Bond for the benefit of the Landlord.
2. The opportunity to participate in the Lease Rental Bond Program was not mandatory, nor was it represented by anyone to me to be mandatory. It was offered in lieu of my posting a Security Deposit or other upfront cash payments to the Landlord.
3. The payment of Premium under this Agreement is not a security deposit, and is not insurance for my benefit. I will not receive the Premium payment back at the end of the Bond term.
4. The issuance of a Bond to the Tenant pursuant to the Lease Rental Bond Program under this Agreement:
  - 4.1. will not under any circumstance relieve me of my obligation to pay rent for the apartment or of any other obligation under the Lease Agreement;
  - 4.2. will not add the Insurer, its agents, representatives or designees, as a guarantor or co-signer for me on my Lease Agreement between me and my Landlord; and

- 4.3. will not protect me from, or prevent, an eviction if I do not pay my rent or comply with any other obligations under the Lease Agreement;
5. Except as expressly set forth in this Agreement, nothing contained herein is intended to confer upon me or any third persons (other than the Landlord) any rights, benefits, coverage, standing, capacity or remedies under, or in respect of, or pursuant to the Bond and nothing in this Agreement is intended to relieve or discharge me or any third persons of obligations or liability due or owing to the Landlord or the Insurer, nor shall the issuance of this Bond and my participation, agreement and acknowledgement under this Agreement confer any standing or capacity to me under or in respect of the Bond.
6. The failure on my part to pay money that I owe to the Insurer as a result of my obligations under this Agreement (including, specifically, pursuant to Section B.4.) may result in: (a) my credit being adversely impacted; (b) it being difficult for me to rent other property(ies); and (c) leading to higher insurance premiums generally when I look to secure other insurance of any kind.
7. In connection with the issuance of a Bond to the Tenant, the Insurer will review your credit report or obtain or use a credit-based insurance score based on information contained in that report. An insurance score uses information from your credit report to help predict how often you are likely to cause claims and how expensive those claims will be. Typical items from a credit report that could affect a score include, but are not limited to, the following: payment history, number of revolving accounts, number of new accounts, the presence of collection accounts, bankruptcies and foreclosures. The information used to develop the insurance score may come from Equifax or TransUnion.
8. Rhino is an intermediary and for certain limited purposes hereunder is the designated representative of the Insurer. Any assistance or guidance afforded to me by Rhino was done solely to facilitate the placement of coverage with the Insurer, and to assist in the issuance of the Bond.
9. By signing this Agreement, I hereby: (a) authorize Rhino to charge me on behalf of the Insurer by making recurring automatic charges in accordance with this Agreement from the credit card, debit card, checking account, or savings account that I have specified to Rhino; (b) acknowledge that this authorization will remain in effect until this Agreement is terminated or this authorization is revoked; (c) acknowledge that I can revoke this authorization by calling Rhino at 212-966-6554 or mailing Rhino at 99 Wall St #1504, New York, NY 10005; (d) acknowledge that I can stop payment on a specific automatic withdrawal, without having to revoke this consent, by calling or mailing Rhino at the number or address noted above no less than three (3) business days before the automatic withdrawal date; and (e) acknowledge that if I fail to make payment after revoking this authorization or stopping payment, my monthly Premium payment may become past due.

## **B. TERMS OF THIS AGREEMENT**

### **1. *Premium payment obligations.***

- 1.1. By purchasing the Bond identified in this Agreement and making an initial payment, partial or otherwise, of the Premium, the Insurer will issue to the Tenant a Bond for the benefit of the Landlord and the Landlord will be entitled as an Obligee to the Bond Coverage Amount set forth above through the end of my Lease. Unless the Bond is canceled or terminated in accordance with its terms, the Bond will remain in force until it expires in the ordinary course at the end of my lease term ("Bond Expiration Date").
- 1.2. I understand and expressly and voluntarily acknowledge and agree:
- 1.2.1. The payment of Premium may either be paid in equal monthly installments through the Bond Expiration Date or paid in full up front.

- 1.2.2. If paid monthly, the obligation to pay the full amount of Premium through the Bond Expiration Date will extend to such date, unless the Bond is terminated earlier by agreement with the Landlord. In such case, if terminated earlier, the Premium will be prorated.
  - 1.2.3. The payment of Premium is not under any circumstances a payment or consideration of any kind to the Landlord, nor shall it be considered a payment of rent or consideration of any kind to the Landlord. No compensation of any kind from the Insurer, its agent, representative or designee, or the Tenant, shall be due to the Landlord with respect to the payment of Premium.
  - 1.2.4. I may cancel the Bond identified in this Agreement for a full refund by notice provided to the Insurer within fourteen (14) calendar days of the Effective Date, provided that such notice of cancellation is submitted in writing to the Landlord, and provided that my Landlord acknowledges the cancellation in writing.
  - 1.2.5. If I renew or extend my Lease with the Landlord, and I do not execute a new Agreement with the respect to such renewal or extension, I will be responsible for payment equal to one (1) month's rent (specified above as Monthly Rent) to the Insurer, unless my Landlord waives the indemnification under the Bond in writing.
2. **Description of Policy coverage.** The Bond is issued to the Tenant solely for the Landlord's benefit and provides reimbursement coverage exclusively to the Landlord pursuant to the terms, conditions and limitations set forth in the Bond, for certain physical damage, loss and costs incurred by the Landlord in respect of the Rental Property (beyond normal wear and tear) ("Damages"), and for lost and unrecovered economic value in respect of a Rental Property arising from, amongst other defaults, my failure to meet rental payment obligations under the Lease Agreement, including past due rent, unpaid rent, fees, costs, expenses and cancellation and other penalties ("Loss of Rent") up to the Bond Coverage Amount only.
3. **Landlord claim for coverage.** If the Landlord makes a valid claim for reimbursement coverage under the Bond asserting that I breached the terms of the Lease Agreement causing Damage(s) or defaulted in respect of lease obligations resulting in a Loss of Rent (as described above), the Insurer will be obligated under the terms of the Bond issued to the Tenant to make a payment directly to the Landlord in satisfaction of such claim not to exceed the Bond Coverage Amount.
4. **Tenant Reimbursement Obligation.**
  - 4.1. For each valid claim asserted by the Landlord and for which a loss payment is made under the Bond,
    - 4.1.1. I agree and commit that I will then be obligated to pay the Insurer the amount of the claim up to the Bond Coverage Amount (the "Tenant Reimbursement Amount") independent of any rights or obligations I may have under the Lease Agreement. Payment of such Tenant Reimbursement Amount will be due to the Insurer no later than sixty (60) business days from the notification for reimbursement by or on behalf of the Insurer.
    - 4.1.2. I acknowledge that several methods of payment are available, some of which may incur additional fees.
    - 4.1.3. If I fail to make such payment to the Insurer within such time frame, the Insurer will have the right to commence a proceeding against me and may recover the amount due plus all attorneys' fees and costs of collection.
  - 4.2. If the Insurer makes a demand from me for a Tenant Reimbursement Amount, Tenant Reimbursement Amount will be due to the Insurer.
    - 4.2.1. I hereby authorize anyone to furnish the Insurer or its Agent (or its and their employees, agents and assigns) any information that will assist the Insurer in collecting the money I owe to the Insurer; and

4.2.2. I acknowledge and agree that the Landlord is not and shall not be a party to, and is not and shall not be responsible in any way for, the actions that the Insurer or its Agent takes during any collection efforts.

5. **Multiple co-tenants.** If I am sharing the Rental Unit with one or more co-tenants, I understand and agree that the Insurer will be able to seek the full performance of all obligations under the Lease Agreement and this Agreement from me, even if a co-tenant may be responsible for Damages, or any failure to perform any obligation under the Lease Agreement or obligation under this Agreement.

6. **Dispute Resolution.**

6.1. I and the Insurer agree that any Dispute arising from or relating to this Agreement will be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and less appellate review than in court. "Dispute" shall be interpreted broadly and shall include: (a) any claim for relief or theory of liability, whether based in contract, tort, statute or otherwise; (b) any claims or controversies that arose before this Agreement; (c) any claims or controversies that arise after the expiration or termination of this Agreement; and (d) any claims that are the subject of class action litigation. "Dispute" shall not, however, include (x) any issues relating to the existence, scope, or validity of this arbitration agreement; or (y) claims that relate solely to the collection of any debts I owe to the Insurer.

6.2. Notwithstanding anything in this Section 6 to the contrary, either I or Insurer may bring an individual action in small claims court if the amount claimed is within the jurisdiction of that court.

6.3. This arbitration agreement is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this arbitration provision that is in effect when notice of a Dispute is given. The AAA Rules can be obtained from the AAA by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll-free number (1-800-778-7879). Unless Insurer and I agree otherwise, any arbitration hearing will take place in the county where the Rental Unit is located. The arbitrator's award may be entered in any court with appropriate jurisdiction.

6.4. I may hire an attorney to represent myself. I will be responsible for my own attorneys' fees and costs but may recover them from Insurer to the same extent as in court. Notwithstanding anything in this arbitration agreement to the contrary, Insurer will pay all fees and costs that it is required by law to pay.

6.5. DISPUTES IN ARBITRATION ARE RESOLVED WITHOUT A JURY TRIAL. WHETHER IN ARBITRATION OR COURT, INSURER AND I WAIVE THE RIGHT TO A JURY TRIAL.

6.6. WHETHER IN ARBITRATION OR COURT, INSURER AND I WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. INSURER AND I MAY SEEK RELIEF ONLY ON BEHALF OF OURSELVES AND ONLY TO THE EXTENT NECESSARY TO REMEDY OUR INDIVIDUAL CLAIMS. NOTWITHSTANDING ANYTHING IN SECTION 8 OF THIS AGREEMENT TO THE CONTRARY, THIS CLASS ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION AGREEMENT.

6.7. This arbitration provision shall survive the cancellation or expiration of the Agreement.

7. **Integration.** This Agreement is the entire agreement between me and the Insurer. I expressly state and acknowledge that I am not relying on any other written or oral promises, statements or understandings not contained in this Agreement, and no such other statements, promises or understandings shall be part of this Agreement.

8. **Severability.** If any provision (or portion of a provision) of this Agreement shall be held to be invalid, illegal or unenforceable according to the laws, regulations or public policy of any jurisdiction, the validity, legality and enforceability of the remaining provisions (and such portions of provisions) shall in no way be affected or impaired thereby, and such invalidity, illegality or unenforceability of such provision (or such portion of a provision) in such jurisdiction shall not affect the validity, legality or enforceability of such provision (or such portion of a provision) in any other jurisdiction, in each case, unless the unenforceability thereof would reasonably be expected to have a material adverse impact on a party hereto, in which case such party's consent thereto shall be required in order for this Agreement to continue in effect.

**RHINO NEW YORK LLC (RHINO INSURANCE AGENCY IN CALIFORNIA) on behalf of  
NATIONAL SPECIALTY INSURANCE COMPANY**

Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed, on this \_\_\_ day of \_\_\_\_\_, 201\_\_ by

**Tenant**

Signed By: \_\_\_\_\_  
Print Name: \_\_\_\_\_