

Addendum attached hereto and
incorporated herein for all purposes.

TCM Contract # 2021-573

***GAME POINT* / CAPITAL**

**19 ENGEL STREET
CHARLESTON, SC 29403**

DECLARATION PAGE

POLICY NUMBER:	SSGPC01 000000007 00
INSURER:	Sutton Specialty Insurance Company
SURPLUS LINES AGENT:	Game Point Agency License #: 2700582
INSURED:	University of North Texas Department
ADDRESS OF INSURED:	Athletics Department 1301 S. Bonnie Brae Street Denton, TX 76207
COVERAGE TYPE:	Contractual Bonus Insurance
PERIOD OF INSURANCE:	Inception: August 20, 2021 Expiration: August 20, 2022
RISK COVERED:	This Insurance is in respect of the Insured's contractual obligation to award incentive bonuses to the Insured Coach(es) herein in respect of the performance by the Insured Team(s). This Insurance is to indemnify the Insured the bonus amounts listed in the Bonus Schedule herein for the Insured Coache(es) in respect of the Insured Team(s) achieving the respective feats in such Bonus Schedule during the policy term herein, subject always to the terms, conditions, and exclusions contained herein or endorsed hereon.
BONUS SCHEDULE:	See Appendix I
LIMIT OF LIABILITY:	\$95,364.00
DEDUCTIBLE:	N/A
PREMIUM:	\$23,007.00 \$1,116.00 TX State Surplus Lines Tax \$17.00 TX State Stamping Fee
PREMIUM DUE DATE:	5:00 pm Eastern Time on September 20, 2021
MINIMUM EARNED PREMIUM:	100%

Agreed to by:

UNIVERSITY OF NORTH TEXAS

GPC MGA, LLC

Signature:

Print Name:

Title:

Date:

9/1/2021

Date:

9/1/2021

POLICY FORM

In return for payment of the Premium shown on the Declaration Page, which attaches to and forms part of this Policy, the Insurer provides the coverage described herein subject to all the terms and conditions of this Policy. This document details the contract terms entered into by the Insurer(s) and constitutes the contract document (the "Policy"). Any further documentation changing this Policy shall be agreed in writing between the parties.

DEFINITIONS

"Insured Team(s)" means the University of North Texas 2021-22 Division I teams as outlined in Appendix I that attaches to and forms part of this Policy.

"Insured Coach(es)" means the head coaches, assistant coaches, and staff of the Insured Team(s).

"Bonus Schedule" means the Bonus Schedule as outlined in Appendix I that attaches to and forms part of this Policy.

"Performance Bonus(es)" shall be defined as those incentive bonuses as defined in the Bonus Schedule.

CONDITIONS PRECEDENT

It is a Condition Precedent to any liability of the Insurer that the Insured:

1. has truthfully declared all Material Facts likely to influence a reasonable insurer in determining:
 - a. whether or not to accept the Risk Covered or any subsequent amendment;
 - b. the premium; or
 - c. the conditions, exclusions and limitations.
2. has no knowledge at the policy inception date, of any undisclosed matter, fact, or circumstance, actual or threatened that increases or could increase the possibility of a claim under this insurance beyond that declared to and agreed by the Insurer.
3. has a legal liability to pay a third party upon the happening of the contingency as stated under Risk Covered on the Declaration Page for which insurance coverage is provided herein.
4. shall observe and comply with all applicable laws, ordinances, and regulations pertaining to the Risk Covered whether, where applicable, national, federal, state, or local.

If the information, representations, warranties and material disclosures the Insured provided and upon which the Insurer has reasonably relied (or, in the case of omissions, would have reasonably relied) are not accurate and complete in all material respects at the inception of this Policy, then the Insurer may void this Policy in its entirety.

GENERAL CONDITIONS

1. The Insurer shall indemnify the Insured for the amounts listed in the Bonus Schedule for the Insured Teams(s) achieving the respective feats detailed in such Bonus Schedule during the policy term. The Insurer's liability is limited to the amounts outlined in the Bonus Schedule and the Limit of Liability as detailed on the Declaration Page.
2. The Insurer has no obligation under this Policy unless the Premium listed on the Declaration Page is received in full by the Premium Due Date. If the Premium has not been paid to the Insurer or its Authorized Representative by the Premium Due Date, the Insurer shall not be obligated to issue the Policy described herein.
3. The Insured shall not affect any other insurance in respect of the Risk Covered as stated on the Declaration Page without the prior written approval of Insurer.
4. The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.
5. Unless otherwise agreed to by Insurer, this insurance is non-cancellable and there can be no return of premium unless otherwise stated herein.
6. No suit shall be brought upon this insurance unless the Insured has complied with all the provisions of this insurance and has commenced suit within twelve months after the claim occurs.
7. This insurance may not be assigned in whole or in part without the prior written consent of Insurer.
8. This Insurance shall be governed by, and construed and enforced in accordance with, the law of the State of South Carolina, United States of America, regardless of any applicable conflict-of-law rules to the contrary. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Insurance.

EXCLUSIONS

This insurance does not cover any claim where the loss or any portion of the loss arises out of, is contributed to by, or results from:

1. the Insured's lack of care, diligence or prudent behavior, the result of which could increase the possibility of a claim under this insurance beyond that previously declared to and agreed by the Insurer;
2. any misrepresentation or concealment by the Insured.
3. fraud, infidelity or dishonesty by or in collusion with the Insured or any other party.
4. alterations to, or variance in, the conditions of the Risk Covered without the prior approval of the Insurer.
5. Performance Bonus(es) achieved that are not included on the Bonus Schedule herein.

CLAIMS PROCEDURE

Alacrity Solutions Group, LLC (“Authorized Claims Representative”) will be responsible for the handling of all claims related to this policy.

It is a Condition Precedent to the liability of the Insurer for a claim that the Insured:

1. Shall, in the event of any claims, confirm the facts in writing to the Authorized Claims Representative within 30 days of any Performance Bonus(es) achieved.
2. Shall not misrepresent or conceal facts in the making of a claim.
3. Prove the loss to the Authorized Claims Representative in order to substantiate the occurrence, nature, cause, and amount of loss claimed under this insurance. Proof of loss must include, but may not be limited to, the following information:
 - a. Verification from the sanctioning body (or their website) of the respective feats that triggered the bonuses insured herein;
 - b. An affidavit from a representative of the Insured attesting to compliance with the terms and conditions of this Insurance.

The Authorized Claims Representative shall pay the Insured within 30 days from the date at which written confirmation of a claim(s) is received.

APPENDIX I: BONUS SCHEDULE

NORTH TEXAS ATHLETICS		SUMMARY SHEET	
Insurance Coverage			
Program	Coverage Limit	Blended Premium Rate	Premium
Athletic Director	17,500	28.6%	5,008
Men's Basketball	17,500	3.3%	572
Women's Basketball	5,000	22.3%	1,117
Women's Golf	15,834	25.0%	3,966
Men's Golf	13,516	27.2%	3,673
Men's & Women's Track & Field / Cross Country	4,000	15.0%	600
Women's Swimming & Diving	2,000	6.1%	122
Women's Tennis	1,500	6.0%	90
Softball	2,000	22.2%	444
Women's Soccer	16,514	44.9%	7,416
TOTALS	95,364	24.1%	23,007
TX Surplus Lines Tax (4.85% of premium)			1,116
TX Stamping Fee (0.075% of premium)			17
TOTAL COST			24,140

NORTH TEXAS ATHLETICS		ATHLETIC DIRECTOR	
Insurance Coverage			
Bonus Trigger	Coverage Limit	Premium Rate	Premium
Team C-USA Champions - Men's Golf	7,500	27.5%	2,059
Team C-USA Champions - Women's Golf	7,500	33.1%	2,480
Super Regional Appearance - Softball	2,500	18.8%	470
TOTALS	17,500	28.6%	5,008

NORTH TEXAS ATHLETICS		MEN'S BASKETBALL	
Insurance Coverage			
Bonus Trigger	Coverage Limit	Premium Rate	Premium
Total Season Wins (Regular & Postseason):			
20+ Wins	7,500	6.6%	492
25+ Wins	10,000	0.8%	80
TOTALS	17,500	3.3%	572

NORTH TEXAS ATHLETICS		WOMEN'S BASKETBALL		
		Insurance Coverage		
Bonus Trigger		Coverage Limit	Premium Rate	Premium
Total Season Wins (Regular & Postseason):				
20+ Wins		5,000	22.3%	1,117
TOTALS		5,000	22.3%	1,117

NORTH TEXAS ATHLETICS		WOMEN'S GOLF		
		Insurance Coverage		
Bonus Trigger		Coverage Limit	Premium Rate	Premium
Conference Play:				
Team C-USA Champions		10,834	33.1%	3,582
NCAA Championship:				
Team Top 30 NCAA Championship Finish or Top 30 Final National GolfStat Ranking		5,000	7.7%	384
TOTALS		15,834	25.0%	3,966

NORTH TEXAS ATHLETICS		MEN'S GOLF		
		Insurance Coverage		
Bonus Trigger		Coverage Limit	Premium Rate	Premium
Conference Play:				
Team C-USA Champions		11,016	27.5%	3,024
Coach of the Year (COY) Awards:				
C-USA COY - Head Coach		2,500	26.0%	649
TOTALS		13,516	27.2%	3,673

NORTH TEXAS ATHLETICS		MEN'S & WOMEN'S TRACK & FIELD / XC		
		Insurance Coverage		
Bonus Trigger		Coverage Limit	Premium Rate	Premium
Individual Postseason Participation:				
Indoor or Outdoor Track Athlete Qualifies for Indoor or Outdoor NCAA National Championships (\$500 each, max 4)		4,000	15.0%	600
TOTALS		4,000	15.0%	600

NORTH TEXAS ATHLETICS		WOMEN'S SWIMMING & DIVING		
		Insurance Coverage		
Bonus Trigger	Coverage Limit	Premium Rate	Premium	
Coach of the Year (COY) Awards:				
C-USA COY - Head Coach	2,000	6.1%	122	
TOTALS	2,000	6.1%	122	

NORTH TEXAS ATHLETICS		WOMEN'S TENNIS		
		Insurance Coverage		
Bonus Trigger	Coverage Limit	Premium Rate	Premium	
Final National Ranking:				
Team Top 75 Ranking	1,500	6.0%	90	
TOTALS	1,500	6.0%	90	

NORTH TEXAS ATHLETICS		SOFTBALL		
		Insurance Coverage		
Bonus Trigger	Coverage Limit	Premium Rate	Premium	
Coach of the Year (COY) Awards:				
C-USA COY - Head Coach	2,000	22.2%	444	
TOTALS	2,000	22.2%	444	

NORTH TEXAS ATHLETICS		WOMEN'S SOCCER		
		Insurance Coverage		
Bonus Trigger	Coverage Limit	Premium Rate	Premium	
Conference Championship:				
C-USA Regular Season Championship or C-USA Tournament Championship or NCAA Tournament Appearance	16,514	44.9%	7,416	
TOTALS	16,514	44.9%	7,416	



CONTRACTUAL BONUS POLICY

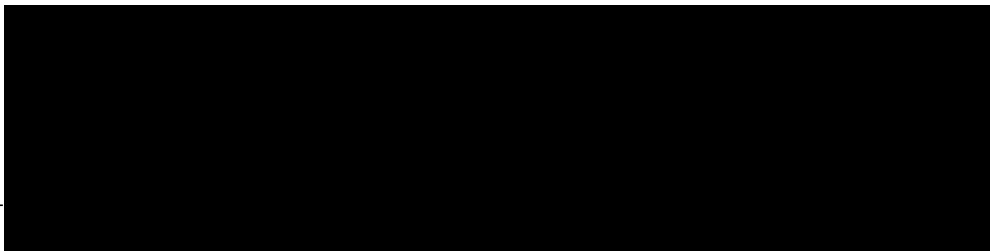
**FOR QUESTIONS CONCERNING POLICY COVERAGE,
CONTACT THE AGENT OR BROKER, SHOWN ON YOUR DECLARATIONS PAGE.**

FOR OTHER ASSISTANCE, CALL:

CLAIMS: 207-632-3953

CUSTOMER CARE: 207-756-0997

IN WITNESS WHEREOF, Sutton Specialty Insurance Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Sutton Specialty Insurance Company
1855 Griffin Road, Suite B-390
Dania Beach, FL 33004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF SERVICE OF SUIT

In the event you feel that we have failed to pay a claim according to the terms of the policy, you may start "suit" against us. We will obey the order of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give the court jurisdiction, and all such matters shall be determined according to the law and practice of the court.

In any "suit" brought against us concerning your policy, we will abide by the final decision of the court, including any appellate court in the event of an appeal.

Service of Suit may be made upon the Commissioner of Insurance or any other officer specified by the statute, or his/her successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf or on behalf of your beneficiary, in regard to your policy and designated that such process should be mailed to Sutton Specialty Insurance Company, ATTN: General Counsel, 1855 Griffin Road, Suite B-390, Dania Beach, FL 33004. He or She is authorized to accept Service of Suit on our behalf and/or provide written notice that we will appear in court, if "suit" is instituted.

All other terms, conditions and agreements remain unchanged.

TEXAS COMPLAINTS NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Game Point Agency

To get information or file a complaint with your insurance company or HMO:

Call: Jack Hall at (207) 632-3953

Online: www.gamepointcapital.com

Email: jack@gamepointcapital.com

Mail: 19 Engel Street, Charleston, SC 29403

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Game Point Agency

Para obtener información o para presentar una queja ante su compañía de seguros o para o HMO:

Llame a: Jack Hall a (207) 632-3953

En línea: www.gamepointcapital.com

Correo electrónico: jack@gamepointcapital.com

Dirección postal: 19 Engel Street, Charleston, SC 29403

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

SURPLUS LINES DISCLOSURE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

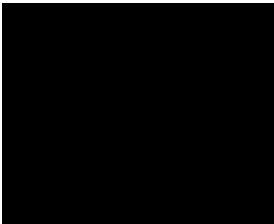
Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

State Law Verifications. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Game Point Capital, LLC

UNIVERSITY OF NORTH TEXAS

By: 
Name: _____
Title: _____
Date: 9/1/2021

By: 
Title: _____
Date: 9/1/2021

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.