

March 13, 2018 - Presented for 1<sup>st</sup> Reading

**2018-16 (1<sup>ST</sup> READING): ORDINANCE GRANTING A FRANCHISE AGREEMENT FOR OPERATION OF RENTAL BUSINESS OF CONVEYANCES REGULATED BY CHAPTER 12, ARTICLE V OF THE CODE OF ORDINANCES OF MYRTLE BEACH TO MARK SICHITANO D/B/A/ MYRTLE BEACH GOLF CARTS, LOCATED AT 1001 3<sup>RD</sup> AVENUE SOUTH, MYRTLE BEACH, SC 29577, FOR A PERIOD OF ONE YEAR. THE AGREEMENT INCLUDES \_\_\_ VEHICLES.**

**Applicant/Purpose:** Staff/to regulate the # & location of golf cart & moped rental businesses by franchising their operations.

**Brief:**

- After experiencing several weekends when # of moped/golf cart rentals & conduct of the operators became a serious issue, Council imposed a moratorium on increasing the # of such conveyances.
  - For 2017 the # of mopeds was capped at the # that each company had in service during the summer of 2016.
  - For 2017 the # of golf carts was capped at the # each company had in service for 2016 + the # already ordered at the time the moratorium was imposed.
- Council also directed staff to work out a more permanent solution w/ company owners.
- Ordinance 2017-56, approved 1/9/18 in consultation w/ the business owners, approved the framework of a franchise agreement similar to the system in place for taxicabs.

**Issues:**

- Franchising allows Council to restrict the # of mopeds & golf carts available for rental, as well as the location of each rental business.
- Under the franchise terms each conveyance will be issued a City "plate" similar to a license plate. These plates would assist law enforcement to track operational violations.
- This proposed ordinance:
  - Sets the location for rental conveyances.
  - Sets the # of rental conveyances allowed/location.
- Agreement is for a 1-year period.

**Public Notification:**

- Several meetings were held w/ the business owners in order to develop the guidelines included in 2017-56.
- Special advertising guidelines laid out in 2017-56 have been met.

**Alternatives:**

- Modify proposed ordinance.
- Deny ordinance.

**Financial Impact:** Annual franchise fee of \$25/plate issued.

**Manager's Recommendation:**

- I recommend 1<sup>st</sup> reading.

**City Council Initiative:** Proposed ordinance is necessary to enhance the safety of our residents & visitors on our roadways.

**Attachment(s):** Ordinance, franchise agreement, & franchise application.

CITY OF MYRTLE BEACH  
COUNTY OF HORRY  
STATE OF SOUTH CAROLINA

AN ORDINANCE GRANTING A FRANCHISE  
AGREEMENT FOR OPERATION OF  
RENTAL BUSINESS OF CONVEYANCES  
REGULATED BY CHAPTER 12, ARTICLE  
V OF THE CODE OF ORDINANCES OF  
MYRTLE BEACH TO MARK SICHITANO  
D/B/A MYRTLE BEACH GOLF CARTS,  
LOCATED AT 1001 3<sup>RD</sup> AVENUE SOUTH,  
MYRTLE BEACH, SC 29577, FOR A  
PERIOD OF ONE YEAR. THE  
AGREEMENT INCLUDES \_\_\_\_ VEHICLES.

WHEREAS, pursuant to the exercise of its police power the City shall require a franchise for the rental and operation of rental conveyances on the highways, streets, alleys and public ways within its police power jurisdiction; and

WHEREAS, the City had determined that the delivery of these services can be provided most effectively and efficiently through the grant of a non-exclusive franchise; and

THEREFORE, PURSUANT TO THE FRANCHISE POWER OF THE CITY OF MYRTLE BEACH, the City of Myrtle Beach grants a Franchise Agreement for Operation of Conveyances to MARK SICHITANO D/B/A MYRTLE BEACH GOLF CARTS, LOCATED AT 1001 3<sup>RD</sup> AVENUE SOUTH, MYRTLE BEACH, SC 29577, FOR A PERIOD OF ONE YEAR. THE AGREEMENT INCLUDES \_\_ VEHICLES.

This ordinance shall take effect immediately upon adoption.

\_\_\_\_\_  
BRENDA BETHUNE, MAYOR

ATTEST:

\_\_\_\_\_  
JOAN GROVE, CITY CLERK

First reading: \_\_\_\_\_  
Second reading \_\_\_\_\_

1       **FRANCHISE AGREEMENT FOR OPERATION OF RENTAL BUSINESS OF CONVEYANCES**  
2       **REGULATED BY CHAPTER 12, ARTICLE V OF THE CODE OF ORDINANCES OF MYRTLE**  
3       **BEACH.**

4  
5       **WHEREAS**, pursuant to the exercise of its police power the City shall require a  
6       franchise for the rental and operation of rental conveyances on the highways, streets,  
7       alleys and public ways within its police power jurisdiction; and

8  
9       **WHEREAS**, the City had determined that the delivery of these services can be  
10      provided most effectively and efficiently through the grant of a non-exclusive  
11      franchise; and

12  
13      **WHEREAS**, the City Council, by Ordinance duly adopted on \_\_\_\_\_ has authorized  
14      the City Manager to execute this franchise for the \_\_\_\_\_ companies that replied to  
15      the City's Requests for Proposal, provided however, that signatures to this agreement  
16      and compliance with the requirements of any Request for Qualifications, Requests for  
17      Proposals and this franchise documents must be in affixed and in place by midnight,  
18      \_\_\_\_\_ to qualify to accept calls at 12:01 a.m. \_\_\_\_\_.

19  
20      **NOW, THEREFORE, PURSUANT TO THE FRANCHISE POWER OF THE CITY OF MYRTLE**  
21      **BEACH** and \_\_\_\_\_, in consideration of the foregoing  
22      premises and mutual promises of each, the parties agree as follows:

23  
24      Subject to the terms and conditions set forth herein, the City of Myrtle Beach grants  
25      to, a non-exclusive franchise to provide moped and golf cart rental over the streets,  
26      public rights-of-way and other public and private property for a period of one (1) year,  
27      beginning to commence not later than March 1, 2018, and ending on that same month  
28      and day in 2019, subject to the following terms and conditions:

29  
30      **Findings.**

- 31      a) The primary purpose of the public streets is the use by vehicular, bicycle  
32      and pedestrian traffic.  
33      b) Offering mopeds and golf carts for rent on the public streets within the City  
34      of Myrtle Beach where not otherwise restricted by law promotes the public  
35      interest by providing the public with alternative means of transportation  
36      within the city, reducing automobile traffic congestion and parking  
37      congestion.  
38      c) Reasonable regulation of moped and golf cart rentals is necessary to  
39      protect the public health, safety and welfare.  
40      d) The granting of franchises for the use of public streets and the making of  
41      charges therefor are authorized by S.C. Code 1976, § 5-7-30, and are  
42      subject to such conditions as the city council may impose to protect the  
43      public interest, welfare and convenience.  
44

45      **Permitted rental mopeds or golf carts.**

46      No rental conveyance shall be offered for rent by a rental company except for the  
47      vehicles approved for the specific locations the business identifies in the franchise.  
48      All vehicles offered for rent under this Division must meet the specifications under  
49      state law, be equipped as required by state law, and must be properly labeled under

1 state law. Should a conflict arise between application of state law and requirements  
2 contained herein, state law shall prevail.  
3

4 **Franchise and license required; franchise fee; transfer of franchise.**

- 5 a) It shall be unlawful to rent, or offer to rent a conveyance as identified  
6 herein within the city right-of-way without first obtaining a franchise and  
7 business license therefor.
- 8 b) A nonexclusive franchise for not more than one year, commencing not later  
9 than March 1 of every year, may be granted for the operation of each  
10 rental location specified by city council. Notice of availability and nature  
11 of the franchises shall be given by conspicuously posting at least one notice  
12 at the proposed location. At least one such notice shall be visible from  
13 each public thoroughfare that is within 100 feet of the proposed location.  
14 Such notice shall be posted 10 days prior to the public hearing.
- 15 c) An annual franchise fee of \$25 per vehicle per location shall be paid before  
16 they are placed in service. One business license for each franchisee shall  
17 be required at the applicable rate pursuant to Article II of this chapter.
- 18 d) "Plates" are transferable from one approved franchise holder to another,  
19 upon approval of the City Manager or designee.
- 20 e) Evidence of the award of each franchise would be a numbered "plate"  
21 identifier similar in size to a license plate which would be fixed to the back  
22 of each vehicle in an easily visible location. Such identifiers shall be  
23 furnished by the City.
- 24 f) After the initial award of moped/golf cart franchises are made, any increase  
25 beyond the total number of conveyances approved initially will require  
26 approval by City Council. Applicants must demonstrate that the additional  
27 conveyances will not significantly impact traffic congestion or public safety,  
28 and are justified under public convenience and necessity considerations as  
29 with other vehicles for hire.
- 30 g) After the initial awards are made, new franchise requests will require a  
31 specific finding and approval of City Council. New applicants must  
32 demonstrate that the additional conveyances will not significantly impact  
33 traffic congestion or public safety.
- 34 h) After the initial award are made, applications for new locations for existing  
35 businesses will require City Council approval. Applicants must demonstrate  
36 that the proposed new locations are consistent with all zoning restrictions;  
37 will not significantly impact traffic congestion or public safety; and will not  
38 negatively affect other businesses located on the same block.  
39

40 **Application to Police Department for franchise.**

41 The application to the Police Department for a rental franchise shall include the  
42 following information:

- 43 a) The name, home and business address of the applicant, and the name and  
44 address of the owner, if other than the applicant, of the vehicle to be  
45 used in the operation of the rental business.
- 46 b) The names of the persons managing, supervising or conducting the  
47 applicant's business in any places proposed to carry on business; the  
48 addresses of such persons; the driver's license number of such persons;  
49 the capacity in which such persons will act, that is, whether as proprietor,  
50 agent or otherwise; the name and address of the person, firm or

- 1 corporation for whose account the business will be carried on, if any; and  
2 if a corporation, the state of incorporation.
- 3 c) Upon receipt of such application for a permit, the local law enforcement  
4 agency shall cause an investigation of such person's business and personal  
5 background to be made. Such investigation shall be limited to  
6 information pertinent to the purpose of this chapter. If, as a result of the  
7 investigation, the background is found to be unsatisfactory, the franchise  
8 shall be denied. The franchise shall be denied or issued within thirty days  
9 from the date of application. The permit issued under this chapter shall  
10 be valid for a period of one year from the date issued.
- 11 d) The proposed location of the rental station for which a franchise is sought.
- 12 e) A description, including all specifications and equipment provided to the  
13 renter, ~~and~~ of the vehicle proposed to be used.
- 14 f) The names, addresses and percentage of stock owned by shareholders in a  
15 corporate applicant, and the percentage interest of each partner in a  
16 partnership applicant.
- 17 g) A certificate of public liability insurance with a limit of not less than  
18 \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 19 h) The city shall be named as an additional insured under the public liability  
20 insurance policy.
- 21 i) The insurance policies shall be endorsed to state that coverage shall not be  
22 changed or cancelled except after 30 days prior written notice (including  
23 by email)
- 24 j) Prior to the issuance of a franchise, and at all times while the permit is in  
25 effect, the applicant shall maintain on file with the Police Department a  
26 certificate of insurance showing evidence of the required coverage limits  
27 and naming the city as additional insured.
- 28 k) If the insurance policies issued to the rental company are cancelled for any  
29 reason, the franchise is automatically suspended. To reinstate the permit,  
30 the rental company shall provide new certificates of insurance to the city.
- 31 l) Proof of insurance for each vehicle as may be required by state law.
- 32 m) Such other information as the applicant may choose or as may be  
33 requested by the city council to demonstrate that the applicant has the  
34 financial ability to perform the conditions of a franchise.  
35

36 **Issuance of franchise.**

- 37 a) The franchise required may be granted by ordinance in accordance with a  
38 showing approved by City Council, after notice and a public hearing on the  
39 issuance of the franchise. The grant or denial shall be by public vote within  
40 45 days of said hearing, to include the date of hearing. Any franchise  
41 granted pursuant to this article shall be subject to modification by  
42 ordinance at any time deemed necessary by the city council for protection  
43 of public health, safety and welfare. Any franchise shall be granted as a  
44 privilege and not as a matter of right. Franchises shall not be issued after  
45 March 1 of every year, except upon a finding by City Council of public  
46 convenience and necessity.
- 47 b) In determining the acceptability of an application, the city council may  
48 consider any factors presented in the application, at a public hearing, or in  
49 any staff report or investigation of matters related to the past record and

- 1 ability of the applicant to perform conditions of this division and the  
2 franchise agreement in a manner that serves the public interests.
- 3 c) Not later than 30 days after the filing of a completed application for a  
4 rental company's franchise, the applicant shall be notified by the city  
5 manager of the date of the public hearing on the issuance or denial of the  
6 franchise.  
7

8 **Operating requirements.**

- 9 a) The rental company shall only accept vehicles at and return vehicles to  
10 the approved rental station locations for which it has a franchise.  
11 Dimensions of drop-off and return locations and appropriate marking and  
12 signage of rental stations may be determined by the City Manager or  
13 designee, should public travel be negatively impacted. The rental  
14 company shall reimburse the city for any and all costs of marking the  
15 pavement designating the franchise area.
- 16 b) The rental company shall post in a conspicuous location at the rental  
17 station the location number assigned to it by the city. The location  
18 number and franchise shall be on file and available for inspection in the  
19 office of the business license division.
- 20 c) The rental company renting mopeds shall make available to each renter  
21 and passengers a safety helmet appropriate for the use.
- 22 d) The rental company shall offer to rent only those vehicles that are in all  
23 respects in good operating condition and fully equipped as required by  
24 state and federal law.
- 25 e) The rental company shall not authorize the renter of a vehicle to permit  
26 another person to operate the vehicle, unless the person is also listed as a  
27 renter and has complied with the provisions of this division.
- 28 f) The rental company shall be responsible for paying all towing costs and  
29 associated storage fees, incurred by its rental vehicles. The city shall send  
30 to the rental company every week a list of parking citations, fees and/or  
31 fines incurred by its rental units. The rental company shall provide the  
32 City with the contact information associated with such citations, fees and  
33 fines within seven days after receipt of the list of citations, fees and fines  
34 incurred by its rental units.  
35

36 **Advertising.**

37 No advertising shall be permitted on any moped or at any rental station except to  
38 identify the name and contact information of the franchise holder.  
39

40 **Renewal of franchise.**

41 All franchises granted under this division are valid for the entire franchise period  
42 unless revoked or suspended prior to expiration. An application to renew a franchise  
43 shall be made not later than 60 days before the expiration of the current franchise.  
44

45 **Denial, suspension or revocation of franchise.**

46 Any franchise granted under this division may be denied, suspended or revoked by  
47 the city council for any of the following reasons:

- 48 a) Fraud or misrepresentation contained in the application for a franchise.  
49 b) Fraud or misrepresentation made in the course of carrying on the  
50 business of vending.

- c) Conduct of the franchised business in such manner as to create a public nuisance or constitute a danger to the public health, safety, welfare or morals.
- d) Conduct which is contrary to the provisions of this division or the franchise.
- e) Failure to use the franchise fully in accordance with its terms within 90 days after notice of the grant of franchise, or within 15 days after notice of non-use, during the term of the franchise.
- f) Failure to qualify for a business license or determination that any condition exists in denial, suspension or revocation.
- g) A determination that the applicant is not able or qualified, by reason of background, medical limitations, financial condition or conditions related to the rental business, to render acceptable service to the public pursuant to this division.
- h) A determination that a more qualified applicant for the same location will accept a franchise.
- i) A determination that no franchise should be granted to any applicant and that a location should be removed from the approved franchise list.
- j) Any franchise granted under this division may be temporarily suspended by the Police Chief/designee for a two-hour period if, at the sole discretion of the Police Chief/designee the continued operation of rental businesses represents a traffic or public safety concern, under the standards of Chapter 19, Article VII. The duration of this temporary suspension may be extended or modified for an additional two hours, subject to immediate appeal to the City Manager or his designee's.

#### **Indemnification.**

The franchisee agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent, or groundless), the city, its officers and employees, from any and all liability, loss, suits, claims, damages, costs, judgments, and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of:

- a) Any act or omission of the franchisee's employees;
- b) The operations of the franchisee;
- c) Any condition of property used in the operation of the franchise; or
- d) Any acts, errors, or omissions of the franchisee.

#### **Conformance with applicable laws.**

Nothing in this article authorizes or is intended to authorize the parking and/or operation of a moped in a manner contrary to applicable laws of the State of South Carolina and parking and traffic regulations of the city.

**Notices:** Notices provided for in this Agreement shall be in writing, delivered by hand or sent via certified mail, return receipt requested to the parties at the following addresses, or such other address as the parties may, from time to time, designate in writing:

**City:** John Pedersen  
City Manager  
P.O. Box 2468

1 Myrtle Beach, South Carolina 29578  
2  
3

4 **Company:**

5 \_\_\_\_\_  
6 \_\_\_\_\_  
7 \_\_\_\_\_  
8

9 **Amendment or Modification:** This Agreement shall not be amended or modified  
10 except by written instrument executed in the same manner as this Agreement.  
11

12 **Governing Law and Venue:** This Agreement shall be governed in all respects by the  
13 law of the State of South Carolina and shall be subject to the jurisdiction of the  
14 Fifteenth Judicial Circuit, Horry County, South Carolina.  
15

16 WITNESS the due execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
17

18  
19 In the presence of:

**CITY OF MYRTLE BEACH**

20  
21 \_\_\_\_\_  
22  
23 \_\_\_\_\_  
24

By: \_\_\_\_\_  
John G. Pedersen, City Manager

25  
26  
27 In the presence of:

**FRANCHISEE**

28 \_\_\_\_\_  
29  
30 \_\_\_\_\_  
31

By: \_\_\_\_\_

Its: \_\_\_\_\_



MB Golf carts LLC  
O/B/A Myrtle Beach Golf Carts  
NO office location in city

## City of Myrtle Beach

### Rental Conveyance Comments/Concerns

#### Police Department:

None

#### Business Licensing:

BL is current and expires May 31, 2018. This business rents golf carts in the city and delivers them. Their office located outside of the city limits. MCM 2/23/18

#### Risk Management:

Insurance does not meet the requirements. City of Myrtle Beach must be listed as an additional insured.

Received a new certificate of insurance on 3-6-2018. Attached at the end of this document.

#### Other:

Myrtle Beach Golf Carts LLC  
d/b/a Myrtle Beach Golf Carts  
NO location in city limits

**APPLICATION  
FOR  
FRANCHISE TO RENT CONVEYANCES REGULATED BY CHAPTER 12,  
ARTICLE V, WITHIN THE CITY OF MYRTLE BEACH**

**Pursuant to the exercise of its police power the City shall require a franchise for the rental and operation of rental conveyances on the highways, streets, alleys and public ways within its police power jurisdiction and the City has determined that the delivery of these services can be provided most effectively and efficiently through the grant of a non-exclusive franchise. Applications shall be made by completing this form. All sections of this form must be completely filled out and supporting documentation attached. An incomplete application will not be processed and will be returned to the applicant. The provision of false, misleading or incomplete information shall be grounds for denial or revocation of a Franchise.**

**APPLICANT INFORMATION**

Owner's Name: Mark Sichitano Telephone: 843.222.2245  
Residence Address: 3750 Annandale Drive, Myrtle Beach, SC 29577  
Business Address: 1001 3rd Ave. S. Myrtle Beach, SC 29577  
Driver's License No.: 001782790 State: SC Expiration Date: 8/28/2024

Persons managing, supervising or conducting business for the owner:

1. Name: Christian Todd Sichitano Telephone: 843.222.2286  
Residence Address: 3750 Annandale Drive, Myrtle Beach, SC 29577  
Driver's License No.: 001847300 State: SC Expiration Date: 12/29/2022  
Position/Title: Manager

2. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Driver's License No.: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Position/Title: \_\_\_\_\_

3. Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Driver's License No.: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Position/Title: \_\_\_\_\_

**BUSINESS INFORMATION**

Business Name: Myrtle Beach Golf Carts Trade Name: MB Carts  
Business Address: 1001 3rd Ave. S. Myrtle Beach, SC 29577  
Business Telephone: 843.945.9600  
City of Myrtle Beach Business License No.: 33431 Issued Date: 9/5/2017

Type of Business (Check One): ☒ Sole-Proprietor ☐ Partnership ☐ Corporation

Provide the following for ALL owners/partners/corporate officers as applicable:

Name: Mark A. Sichitano D.L. no. 007782790 State: SC Name:  
007782790 D.L. no.: \_\_\_\_\_ State: \_\_\_\_\_

Attach all relevant documents showing the legal formation of the partnership or corporation in the State of South Carolina

Provide a description of the financial condition of your company including assets and liabilities (attach documentation):

ALL of our vehicles are free of any liens and  
individually owned by Myrtle Beach Golf Carts LLC.  
See attached letter from bank.

Has any applicant, owner, partner, officer or any other individual with an interest in the business ever been convicted or entered a plea of guilty or no contest to any crime classified as a felony, misdemeanor or traffic violation? YES ☒ NO ☐

If yes, then please describe below (attach additional sheets if necessary):

Name: See attached Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Location: 10 year SCTMV Disposition: \_\_\_\_\_  
Name: Driving History & Charge: SLED Catch Date: \_\_\_\_\_  
Location: \_\_\_\_\_ Disposition: \_\_\_\_\_  
Name: \_\_\_\_\_ Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Location: \_\_\_\_\_ Disposition: \_\_\_\_\_  
Name: \_\_\_\_\_ Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Location: \_\_\_\_\_ Disposition: \_\_\_\_\_

**The failure of any individual with an interest in this application to fully disclose requested criminal/traffic history information shall be grounds for the City's denial fo the request. Please attach a criminal history report and a 10-year driving history for every individual who has an interest in the proposed business.**

Type of service: Year Round: Days of the week: Open 7 days per week  
Hours: 9am-5pm MON-SUN (Summer) 9am-5pm MON-SAT  
(describe service schedule): 10am-5pm Sunday (Winter)  
Varies depending on season, weather, deliveries & other factors

Will the applicant provide the insurance required for all authorized units: Yes

Issuing Insurance Company: Acord  
Policy Number (if available): CIP281080  
Limits of Liability: Per Person: 1,000,000 Per Occurrence: 2,000,000  
Property Damage: 50,000

If "No", explain how the applicant will ensure that each unit will comply with the insurance requirements set forth in the City Code of Ordinances.

Applicants authorized under state law to operate as Self-Insured should attach a copy of such authorization to this application.

Explain why you believe that public convenience and necessity requires the granting of this application (attach statistical data and additional sheets as necessary):

See Attached

I certify that all of the information contained in this application is true and complete to the best of my knowledge. I further certify that I have read and understand the City of Myrtle Beach Regulations for Operation of Moped and Golf Cart Rental Companies and the City of Myrtle Beach Regulations for Operators of ATV's, Mopeds, Golf Carts, LSV's and Scooters, attached hereto.

Applicants Name (printed): Mark A. Sichitano

Applicants Signature:  Date: 2.5.2018

Attachments: (check those that apply)

- ☒ Receipt for payment of application fee\*
- ☒ N/A List of additional owner, partners or corporate officers
- ☒ Documents that prove the legal formation of the partnership or corporation
- ☒ Documents outlining current financial condition
- ☒ Additional sheets to document crimes?
- ☒ Criminal History report for every individual having an interest in the business\*
- ☒ 10-year driving history for every individual having an interest in the business\*
- ☒ Vehicle registration(s) on file
- ☒ Photographs or drawings of proposed color scheme\*
- ☒ Authorization to Self-Insure
- ☐ Additional documentation regarding public necessity, including statistical data

\* denotes attachments required to process this application



February 9, 2018

Myrtle Beach Golf Carts, LLC  
1001 3<sup>rd</sup> Avenue S.  
Myrtle Beach, SC 29577

RE: 2018 Rental Conveyances Application

Dear Mayor and Council,

This is will be Myrtle Beach Golf Carts 5<sup>th</sup> rental season. I am also a co-owner in Ace Golf Carts in North Myrtle Beach. We currently have 10 rental locations and in previous years have had up to 12 at one time. We'd also like to add that we ONLY rent golf carts and not mopeds. We are asking for the same 185 units we were approved for in the 2017 Season. Unlike our competitors, we personally own all of our carts and purchased them for the sole intention of renting. We have also explained at previous ordinance committee meetings, workshops and council meetings that at no time in the year are all 185 carts available for use in Myrtle Beach. More than half of our rentals are located at sub-locations within North Myrtle Beach while many others are used in Surfside, Garden City, and Murrells Inlet. We simply like to make them all comply with the City of Myrtle Beach requirements so they can easily be moved around in the event any are being serviced, damaged indefinitely or in need of minor repair. It makes our daily operations much easier when we have this ability. For example, we may need to replace a 6 passenger with a dead battery to a customer in Myrtle Beach and the only comparable cart available can come on a truck already on its way back from a North Myrtle Beach location. We leave the same carts at each sub location unless we are sold out, one breaks down and we need to move one from another location. Our sub-locations in Myrtle Beach are as follows:

1. Kickback Korner – 6<sup>th</sup> Avenue S.
2. \$7.99 Beachwear – 2<sup>nd</sup> Avenue S.
3. B.J. Scooters – 6<sup>th</sup> Avenue N.
4. USA Beachwear- 13<sup>th</sup> Avenue S. (previously rented with a competitor)

Because of the City's current zoning laws as well as this new franchising ordinance, it is virtually impossible for us to have our "main location" within the city limits on Myrtle Beach. Having said that, it is imperative to have these sublocations approved as well as our own in order for us to succeed as a family owned and operated business. We wanted you to have this explanation so you can better understand how our business works. My wife hasn't missed a single meeting regarding this new ordinance so we are very much aware of what it entails and are prepared. I appreciate your consideration and please feel free to contact myself at 843-222-2245 or my wife Christian Sichitano at 843-222-2288 should you have any questions.

Respectfully,

Mark Sichitano, Owner/Operator

# *The State of South Carolina*



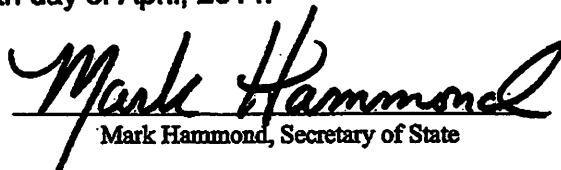
*Office of Secretary of State Mark Hammond*

## **Certificate of Existence**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

MYRTLE BEACH GOLF CARTS LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on April 18th, 2014, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
30th day of April, 2014.

  
Mark Hammond, Secretary of State

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
ARTICLES OF ORGANIZATION  
Limited Liability Company – Domestic  
Filing Fee - \$110.00

APR 18 2014

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

**TYPE OR PRINT CLEARLY IN BLACK INK**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws §33-44-202 and §33-44-203.

1. The name of the limited liability company (Company ending must be included in name\*)

MYRTLE BEACH GOLF CARTS LLC

**\*NOTE:** The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C." "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is

7621 BRIARWOOD DRIVE

Street Address

MYRTLE BEACH

29572

City

Zip Code

3. The initial agent for service of process is

MARK ANTHONY SICHITANO

Name

*Mark Anthony Sichitano*  
Signature of Agent

and the street address in South Carolina for this initial agent for service of process is

7621 BRIARWOOD DRIVE

Street Address

MYRTLE BEACH

29572

City

Zip Code

4. List the name and address of each organizer. Only one organizer is required, but you may have more than one.

(a) MARK ANTHONY SICHITANO

Name

7621 BRIARWOOD DRIVE

Street Address

MYRTLE BEACH

SC

29572

City

State

Zip Code

(b) CHRISTIAN TODD SICHITANO

Name

7621 BRIARWOOD DRIVE

Street Address

MYRTLE BEACH

SC

29572

City

State

Zip Code



Name of Limited Liability Company MYRTLE BEACH GOLF CARTS LLC

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. \_\_\_\_\_
6. ☒ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.
- (a) CHRISTIAN TODD SICHITANO  
Name  
7621 BRIARWOOD DRIVE  
Street Address  
MYRTLE BEACH SC 29572  
City State Zip Code
- (b) \_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City State Zip Code
7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under §33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.
8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time.  
\_\_\_\_\_
9. Any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.
10. Each organizer listed under number 4 must sign.

Mark Sichert  
Signature of Organizer  
Christian Todd Sichitano  
Signature of Organizer

APRIL 15, 2014

Date

APRIL 15, 2014

Date



January 26, 2018

Re: Myrtle Beach Golf Carts, LLC

Please let this letter serve as verification that Myrtle Beach Golf Carts, LLC, has an account with The Conway National Bank. As of today there are funds in the account in excess of \$50,000.00.

If I can be of further assistance, please feel free to call me at 843-626-4441.

Sincerely,

Karen R. Martin  
Senior Customer Service



# SLED CATCH

Citizens Access to Criminal Histories

**ARREST RECORD**  
S.C. Law Enforcement Division  
WWW

The record is based on a search using Last Name, First Initial, Gender, and Date of Birth, and SSN Only. Compare all identifying data given for record subject with screening subject. Fingerprint comparison is recommended as the most reliable means to identify a record subject.

## Results

Name **MARK SICHITANO**  
DOB **1980 08 28**  
Gender **Male**  
Maiden Name  
SSN **\*\*\*\*\*7326**  
Transaction **2710219K14**  
Date of Check **February 07, 2018 at 10:21**

INTERNET RAP SHEET REQUEST  
ORI-SCLED0000 SID-SC01287481 FBI-\*\*\*\*\* PUR-E  
ATN-WEB, ACCOUNT

AUTHORIZED USE ONLY. \*\*\*\*\* CONTACT CONTRIBUTING  
AGENCY FOR SPECIFIC/MORE DATA ABOUT CHARGES AND/OR DISPOSITIONS.  
BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY  
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

PAGE-01 DATE-02/07/2018 TIME-10:21:12  
REQ ORI-SCLED0000 S C LAW ENF DIV  
SID-SC01287481 FBI-  
NAME-SICHITANO, MARK ANTHONY SEX-M RACE-W  
HEIGHT-510 WEIGHT-170 EYES-BRO HAIR-BRO SKIN- BORN-SC  
FPC- HENRY-  
PHOTOGRAPH AVAILABLE AUTHORIZED USE ONLY  
1-FINGERPRINT IMAGES ON THIS SUBJECT ARE STORED ON SCAFIS

DATE RECORD ENTERED--N/A DATE OF LAST UPDATE--02/28/2006

ADDITIONAL IDENTIFIERS	BIRTH			
NAME	DATES	MARKS	SOC SEC	MISC NUM
SISHITANO, MARK ANTHONY	08281980			

CONTRIBUTOR/SUBJECT	DOA/RCVD CHARGE/DISPOSITION/ETC
SICHITANO, MARK ANTHONY	10/07/1999
SC0220000 GEORGETOWN CNTY SO	
CASE-10990360	
ATN-	

SICHITANO, MARK ANTHONY 10/07/1999  
SC0220000 GEORGETOWN CNTY SO  
CASE-10990360  
ATN-

ARREST CHARGE -BREAKING AND  
ENTERING AUTOMOBILE  
OFFENSE DATE-09/07/1999  
PHOTOGRAPH AVAILABLE

BASED ON SEARCH OF SCLED CJIS CCH FILE USING SID/SC01287481  
THIS CRIMINAL HISTORY RECORD IS FOR SOUTH CAROLINA ARRESTS AND  
CONVICTIONS ONLY AND IS BASED ON THE INFORMATION PROVIDED. SINCE  
CHANGES MAY OCCUR DAILY A NEW INQUIRY SHOULD BE MADE AND NO SUBSEQUENT  
USE OF THIS RECORD IS ALLOWED.

\*\* S C CJIS END OF RECORD \*\*



## UNOFFICIAL 10 YEAR DRIVER RECORD (Web)

Customer No: 25529308 Driver License No: 7782790  
Name: SICHITANO, MARK ANTHONY  
Address: 3750 ANNANDALE DR  
City: MYRTLE BEACH State: SC Zip: 295775900  
County: HORRY Sex: M Driver Training: N  
DOB: 08/28/1980  
Status - DL: NO SUSPENSION CDL: NO DISQUALIFICATION

### License Information

Type	Class	Function	Issued	Expires	First Issued	Restr.	Endor.	ACN
Current								
DL	D	Modify	01/13/2016	08/28/2024	08/07/1996	N	N	1011525400051540
Prior								
DL	D	Renewal	09/08/2014	08/28/2024	08/07/1996	N	N	1011330300001024
DL	D	Reissue	07/22/2004	08/28/2014	08/07/1996	N	N	N/A
DL	D	Reissue	07/22/2004	08/28/2014	08/07/1996	N	N	N/A
DL	D	Duplicate	06/12/2006	08/28/2014	08/07/1996	N	N	N/A
DL	D	Duplicate	08/24/2007	08/28/2014	08/07/1996	N	N	N/A
DL	D	Duplicate	11/07/2007	08/28/2014	08/07/1996	N	N	N/A
DL	D	Modify	10/03/2007	08/28/2014	08/07/1996	N	N	N/A
DL	D	Modify	08/05/2009	08/28/2014	08/07/1996	N	N	N/A
DL	D	Modify	02/18/2010	08/28/2014	08/07/1996	N	N	N/A
DL	D	Re-exam	07/22/2004	08/28/2014	08/07/1996	N	N	N/A
DL	D	Re-exam	07/22/2004	08/28/2014	08/07/1996	N	N	N/A
DL	D	Renewal	01/22/1998	08/28/2003	08/07/1996	Y	N	N/A
DL	D	Duplicate	09/11/2000	08/28/2003	08/07/1996	Y	N	N/A
DL	D	Duplicate	01/22/2003	08/28/2003	08/07/1996	Y	N	N/A
DL	D	Returned	01/22/1998	08/28/2003	08/07/1996	Y	N	N/A

### Address Change -

Address: 348 PILOTHOUSE DR  
City: MYRTLE BEACH State: SC Zip: 295776752

Date Changed: 02/18/2010

### Address Change -

Address: 3821 HOB CAW DR  
City: MYRTLE BEACH State: SC Zip: 295775929

Date Changed: 08/05/2009

### Address Change -

Address: 3821 HOB CAW DR  
City: MYRTLE BEACH State: SC Zip: 295775929

Date Changed: 10/30/2013

### Address Change -

Address: 546 BRIDGEPORT DR  
City: MYRTLE BEACH State: SC Zip: 295776746

Date Changed: 01/24/2013

### Address Change -

Address: 546 BRIDGEPORT DR  
City: MYRTLE BEACH State: SC Zip: 295776746

Date Changed: 10/29/2014

### Address Change -

Address: 7621 BRIARWOOD DR  
City: MYRTLE BEACH State: SC Zip: 295724140

Date Changed: 09/08/2014

2/7/2018 12:56:44 PM

## UNOFFICIAL 10 YEAR DRIVER RECORD (Web)

Customer No: 25529308

Driver License No: 7782790

Name: SICHITANO, MARK ANTHONY

---

### Address Change -

Date Changed: 12/31/2014

Address: 546 BRIDGEPORT DR

City: MYRTLE BEACH

State: SC

Zip: 295776746

### Address Change -

Date Changed: 12/31/2014

Address: 3750 ANNANDALE DR

City: MYRTLE BEACH

State: SC

Zip: 295775900

### Point Summary

Total Current Points: 0

Driver Credit: -0

Adjusted Current Points: 0

**End of Report**

Various Colors  
Used on all  
Carts





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<b>Southeastern Alliance Underwriters, LLC</b> <b>3874 Renee Dr. Suite A</b> <b>Myrtle Beach, SC 29579</b>	CONTACT NAME: <b>Benjamin Harper</b> PHONE (A/C, No, Ext): <b>(843)903-0202</b> FAX (A/C, No): <b>(843)488-6998</b> E-MAIL ADDRESS: <b>bharper@sauinsurance.com</b>
INSURED	<b>Myrtle Beach Golf Carts</b> <b>7621 Brlarwood Dr.</b> <b>Myrtle Beach, SC 29572</b>	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Burns &amp; Wilcox</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CIP287080	04/10/2016	04/10/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>EXCLUDED</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

3809 Highway 17 S, Myrtle Beach, SC 29582

## CERTIFICATE HOLDER

## CANCELLATION

<b>City Of Myrtle Beach</b> <b>1101 N Oak St.</b> <b>Myrtle Beach, SC 29577</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE:  (BEN)
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ACORD 25 (2016/03)

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Printed by BEN on February 09, 2018 at 09:04AM



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Southeastern Alliance Underwriters, LLC 3874 Renee Dr. Suite A Myrtle Beach, SC 29579	<b>CONTACT NAME:</b> Benjamin Harper	
	<b>PHONE (A/C, No, Ext):</b> (843)903-0202 <b>FAX (A/C, No):</b> (843)488-6988	
	<b>E-MAIL ADDRESS:</b> bharper@saulinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Myrtle Beach Golf Carts 7621 Briarwood Dr. Myrtle Beach, SC 29572	<b>INSURER A:</b> Burns & Wilcox	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

COVERAGES		CERTIFICATE NUMBER: 00000000-162112		REVISION NUMBER: 4		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CIP287080	04/10/2016	04/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed to list the City of Myrtle Beach as an additional insured in respects to the General Liability policy.

**CERTIFICATE HOLDER**City Of Myrtle Beach  
1101 N Oak St.  
Myrtle Beach, SC 29577**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

(BEN)