



Citizens Property Insurance Corporation Agent Appointment Agreement

The purpose of this Agent Appointment Agreement (“Agreement”) is to set forth the terms and obligations of appointment as a Citizens agent and the consequences for failing to meet such obligations. Once accepted by Citizens as indicated by the issuance of a Notice of Approval this Agreement constitutes the contract between Citizens and the executing insurance agent (“Agent”) and effectuates the appointment of the Agent by Citizens. By executing this Agreement, the Appointed Agent agrees to the following terms and conditions:

Definitions

“**Agency**” has the same meaning as the term “Insurance Agency” defined in Section 626.015, Florida Statutes and is the entity through which the Agent conducts the Agent’s business operations.

“**Agency Agreement**” means the contract between Citizens and the Agency through which the Agent conducts the Agent’s insurance business.

“**Agency Principal**” means the individual specifically designated within the Agency to serve as the contact for Citizens and the person responsible for assuring that the Agency, all Appointed Agents, and Customer Representatives are aware of, and fully comply with, Florida law, the terms and conditions of this Agreement and all rules relevant to conducting Citizens business.

“**Agent**” has the same meaning as defined in Section 626.015, Florida Statutes and is the individual executing this Agreement.

“**Agent Guidelines**” mean collectively the Citizens:

- Underwriting Manuals
- Underwriting Rules of Practice
- Agent Technical Bulletins
- Plan of Operation, as applicable
- Other official publications communicated to agents which set forth Citizens’ official policies or requirements.

“**Appointed Agent**” means an Agent who is an employee or contractor of the Agency, and who has been appointed by Citizens through execution of an Agent Appointment Agreement.

Citizens’ “**Board of Governors**” has the same meaning as defined in Section 627.351(6), Florida Statutes.

Citizens’ “**Market Accountability and Advisory Committee**” has the same meaning as defined in Section 627.351(6), Florida Statutes.

Citizens’ “**Plan of Operation**” means the written plan governing Citizens as required by Section 627.351(6), Florida Statutes and approved by the Florida Financial Services Commission.

“**Customer Representative**” has the same meaning as defined in Section 626.015, Florida Statutes.

“**Notice of Approval**” means the written notice from Citizens to the Agent accepting the Agent’s offer to be appointed by Citizens.

I. Agreement

- Agent Relationship.** By executing this Agreement, the Agent agrees to be bound by its terms and conditions and the Agent Guidelines. Further, Agent understands and recognizes his or her responsibilities to Citizens and agrees to strictly adhere to the duties and obligations set forth in this Agreement.
- Scope of Appointment.** The Agent’s appointment is limited to those lines of insurance shown under Appointment Authority in the Notice of Approval sent to the Agent by Citizens.
- Binding Authority.** The binding authority of the Agent is subject to, and limited by, the authority conferred by and the procedures set forth in the Agent Guidelines. Additionally, the Agent’s binding authority is determined by Citizens and Citizens may modify or withdraw such authority at any time within its sole discretion.

- D. Agent Performance.** The Agent acknowledges and agrees that Citizens may, with Agent Roundtable (ART) and Market Accountability and Advisory Committee (MAAC) input, and Board of Governors (Board) approval, establish, and from time to time modify, performance standards for agents. The Agent agrees to strictly adhere to such performance standards and understands the failure to do so constitutes a material breach of this Agreement.
- E. Effective Date and Term.** This Agreement is effective on the date shown in Citizens' Notice of Approval to the Agent. This Agreement will remain effective so long as the Agent complies with the provisions of this Agreement or until this Agreement is terminated.

II. General Requirements

- A. Compliance with the Citizens' Policyholder Declaration of Rights.** The Agent hereby agrees to comply with the Policyholder Declaration of Rights contained in [Citizens' Plan of Operation](#).
- B. Compliance with Law and Citizens' Requirements.** The Agent agrees to follow all applicable laws and regulations, the Agent Guidelines and Citizens' Plan of Operation. The Agent agrees to conduct business in strict accordance with the scope of the Agent's licensure and appointment.
- C. Ethics and Standards of Conduct.** The Agent agrees to conduct business according to the highest standards of honesty, integrity, and other standards established by law or regulation towards all customers and Citizens' staff or representatives, including without limitation applicable ethics requirements for insurance representatives established by the Florida Department of Financial Services. The Agent shall offer the correct insurance product for the customer's needs, consistent with Citizens' Agent Guidelines and shall promptly handle all customer service requests.
- D. Data Export Restriction.** The Agent shall not allow any Citizens' policyholder data to be exported to or accessed from outside of the United States with the sole exception being that the Agent may send a policyholder's own data to a policyholder who is located outside of the United States as necessary to service a policy.
- E. Errors and Omissions Insurance.** At all times during the term of this Agreement, the Agent must be covered under an Errors and Omissions insurance policy. The policy must be issued by an insurer authorized to transact insurance in Florida or by an eligible surplus lines insurer. The insurer shall have a financial strength rating of at least "B+" (good) by A.M. Best Company. The Agent agrees to provide proof of compliance with this Errors and Omissions coverage requirement upon request. The coverage limits must be at least \$1 million per occurrence and \$1 million annual aggregate.
- F. Citizens as Residual Market Insurer.** The Agent acknowledges that Citizens is a residual market entity and should be a market of last resort when placing business.
- G. Disclosure of Potential Surcharge and Assessment Liability.** The Agent acknowledges and agrees, as part of Agent's duties under this Agreement, to disclose to Citizens' applicants the risk of surcharges and assessments to Citizens' policyholders. The disclosure must include an explanation that voluntary market insurers offer coverage without the substantial Citizens policyholder surcharge risk. The Agent also agrees to explain the services offered by the Florida Market Assistance Plan (FMAP) and to disclose whether they participate in FMAP.
- H. Advertising and Use of Citizens' Name and Materials.** The Agent shall not advertise or promote the Agent's relationship with Citizens or the Agent's ability to obtain insurance for customers through Citizens via any medium. The Agent shall not use the logos, trademarks or trade name of Citizens in any advertisement, marketing, website, promotional, phone directory, or other materials that are distributed to others.
- I. Professional Representation of Citizens.** The Agent acknowledges that the Agent represents Citizens before the public. The Agent agrees not to dishonor, discredit or injure the reputation of Citizens.
- J. License and Competency.** The Agent must possess and maintain an active 0220 or 2044 Florida Resident Agent's License or an active 0920 or 9044 Non-Resident Agent's License, and must possess the requisite knowledge, ability and skills to sell and service those lines of Citizens business for which appointment or renewal is requested. Failure to maintain the appropriate licensure in good standing will result in the immediate termination of the Agent's appointment.

- K. Other Appointments.** The Agent must be appointed with at least one other insurer which is authorized to write, and is currently writing, new personal residential, commercial residential or commercial nonresidential property policies within the State of Florida. The Agent must have in-force premium with at least one other insurer for the same line of business for which the Citizens appointment is requested.
- L. Annual Fee.** As a condition of continued appointment, the Agent agrees to pay such annual fees as Citizens may set.
- M. Certification and Training.** The Agent must successfully complete Citizens' initial training requirements and must complete such other training and certification requirements as Citizens may require from time to time. Failure to meet mandatory training requirements can result in discipline until such requirements are met.
- N. Power of Attorney for Countersignature.** The Agent grants to Citizens a special power of attorney to countersign all Citizens policies, endorsements and renewals on behalf of the Agent.
- O. Affiliation with Agency.** As a condition of appointment, the Agent must conduct the Agent's business through an insurance agency which has an active Agency Agreement with Citizens. The Agent agrees to notify Citizens immediately, but no later than five (5) business days, from the date the Agent leaves or relocates from the Agency. Citizens' business produced by the Agent shall remain with the Agency, unless Citizens approves otherwise. Under the Agent's appointment with Citizens, the Agent may be affiliated with only one Agency at a time.
- P. Role of the Agency Principal.** As it relates to Citizens, the Agency Principal shall be the official point of contact for any communication or legal notice between the Agency and Citizens. The Agency Principal also is the only person authorized to make changes in the records of the Agency or to add and remove Appointed Agents.
- Q. Supervisory Responsibilities.** Agent accepts primary responsibility for and the duty to ensure the accuracy and compliance of all actions on policies for which Agent is the producing agent. This includes a duty to actively supervise personnel who work on such policies to ensure the accuracy and compliance of all applications, endorsements and other transactions where Agent acts as producing agent.
- R. Relation to Agency Agreement.** The Agent represents that the Agent has read and understands the Agency Agreement and agrees to ensure that such Agency complies with its obligations under the Agency Agreement to the extent that it is within the control of the Agent.
- S. Right to Audit.** Citizens, and other government entities as required by law, such as the State of Florida Auditor General, shall have the right to review and audit any of the Agent's Records related to Citizens' business. The Agent shall not unreasonably delay or inhibit Citizens' right to audit as set forth in this section and failure to timely comply with this obligation will be grounds for termination of the Agent's appointment.
- T. Ownership of Policy Expirations.** The parties acknowledge and agree that Citizens does not own the expirations and records related to policies produced by the Agent under this Agreement. Ownership of such expirations and records will be addressed by contract between the Agent and his or her affiliated Agency.
- U. Records Custody and Retention.** The Agent shall transmit electronic copies of all records produced by the Agent for Citizens business to Citizens and grants to Citizens a license to use and distribute such copies in the normal course of business. The Agent agrees to comply with the obligations to maintain such records, keep such records confidential and disclose such records as required by state and federal law. Further and without limiting the foregoing, the Agent agrees to maintain such records for at least the period that the resulting policies, including renewal periods, are effective plus five years. If the Agent receives notice of litigation involving any policy, the Agent shall maintain the records for that policy until the conclusion of the litigation, including any appeal periods. Records related to applications which do not result in the issuance of a policy must be retained for five years. The Agent shall produce such records to Citizens on request for inspection or audit. The Agent shall maintain such records on premises at his or her Agency office for a period of two (2) years and may thereafter store them at an appropriate and secure offsite facility.
- V. Citizens' Confidential Information.** The Agent acknowledges and agrees that certain information obtained during the course of the Agent performing the Agent's duties under this Agreement will be confidential pursuant to state and federal law. Citizens' Confidential Information includes Citizens' insurance policies, underwriting and claims information, as well as the personal information of Citizens' policyholders, including any information obtained through the Florida Market Assistance Plan. The Agent agrees not to use, disclose, communicate or

reproduce any of Citizens' Confidential Information, in whole or in part, in any manner, except in carrying out the Agent's duties under this Agreement as Citizens expressly authorizes in writing, or as necessary in any litigation between Agent and Citizens arising under this Agreement. The Agent agrees to exercise a high level of care sufficient to protect Citizens' Confidential Information, documents, files, system programs, or data in any form from unauthorized disclosure. The Agent agrees to develop, implement, maintain and use reasonable and prudent technical and physical safeguards to preserve the integrity, confidentiality and availability to Citizens of Citizens' Confidential Information. The scope of this provision includes implementing and maintaining adequate procedures to maintain the confidentiality of personal identifiable information pertaining to Citizens' applicants and policyholders, as required by the [Gramm-Leach-Bliley Act](#).

- W. Public Records Obligations.** As a State of Florida governmental entity, Citizens is subject to Chapter 119, Florida Statutes. Therefore, any information in the possession or control of the Agent may fall within the requirements of Chapter 119, Florida Statutes and be considered a public record. If the Agent receives a Public Records Request (PRR) that is in any way directed or related to the Agent's records, the Agent agrees to immediately forward a copy of the PRR to Citizens' Record Custodian at: recordsrequest@citizensfla.com. The Agent agrees to assist Citizens in responding to any PRR directed to Citizens in a prompt and timely manner as required by Chapter 119, Florida Statutes.
- X. Subpoena Responses.** If the Agent receives a subpoena for information or Records that include Citizens' Confidential Information, the Agent must immediately forward a copy of the subpoena to Citizens' Record Custodian at: recordsrequest@citizensfla.com. The Agent agrees to not disclose Citizens' Confidential Information until the earlier of the subpoena response deadline or the date which Citizens authorizes its disclosure.

III. Operational Requirements

- A. Underwriting Submissions.** The Agent understands and agrees that full compliance with underwriting submission requirements is critical to meeting his or her responsibilities to Citizens and that such requirements will be strictly enforced. Agent agrees, therefore, to submit all risks to the Citizens Clearinghouse, where applicable; and to ensure that all applications and other underwriting submissions are complete, accurate and submitted in accordance with applicable Agent Guidelines. The Agent understands and agrees that the requirement for the submission of complete and accurate applications is a condition of binding authority and that Citizens may institute procedures whereby incomplete or inaccurate application submissions are only conditionally bound. The Agent agrees to cooperate with and assist Citizens in obtaining any additional underwriting-related information. All applications must be signed by the applicant(s), unless the signor has a valid, written Power of Attorney. A complete and signed copy of the application must be provided to the applicant at the time of application. Only the Appointed Agent may sign the application where indicated for the Agent's signature. The agent acknowledges that Citizens may require, as part of the underwriting submission process, documents in addition to the application, which require both the signature of the applicant and an attestation by the agent.
- B. Premium Collection and Submission.**
- 1. Premium Payments.** All checks paid by or on behalf of the applicant or policyholder must be made payable to Citizens and remitted to Citizens in accordance with the provisions and procedures set forth in the Agent Guidelines. Premium payments must be submitted to Citizens without deduction for commission or other charges.
 - 2. Fees and Surcharges.** The Agent may not charge or collect any fee in excess of the applicable Citizens' premium (e.g., service, inspection, or photograph fees). This prohibition does not apply to bank charges for returned checks or applicable credit card fees associated with payment of premium. However, no charges, fees or surcharges can be communicated to the applicant or policyholder as being a part of the Citizens' premium.
- C. Claims.** If an insured reports a claim to the Agent, the Agent must immediately report the claim to Citizens electronically or by calling 866.411.2742. If a catastrophic or other weather-related event prevents reporting immediately, the Agent agrees to instruct the claimant to file the claim directly with Citizens by calling (866) 411-2742; and the Agent further agrees to report the claim to Citizens as soon as possible. The Agent agrees to cooperate fully with Citizens in the investigation and adjustment of such claim.
- D. Technology Requirements.** The Agent agrees to implement and utilize, at the Agent's sole expense, all technology, hardware, software and equipment required by Citizens including, but not limited to, a working e-mail

address and any electronic system required for the processing and servicing of Citizens' business. Citizens may provide and require the Agent to use certain software, data or specialized internet-based services in the course of the Agent's duties. The Agent agrees to execute and comply with any non-disclosure or user agreements required by Citizens or the vendors of such software, data or services.

- E. Notification of Financed Premiums.** When the Agent has assisted or arranged for financed premiums through a premium finance company (PFC), the Agent must indicate "premium financed" on the initial application, must notify Citizens whenever renewal policies are financed, and must provide a fully executed Premium Finance Agreement to Citizens. Failure to comply with these requirements may result in unearned premium being refunded to the policyholder followed by a subsequent payment to the PFC. The Agent agrees to reimburse Citizens for any duplicate unearned premium refund caused by the failure to meet this requirement, and acknowledges that failure to make such payment to Citizens may result in termination of this Agreement.
- F. Customer Representatives.** If an Agent is responsible for supervising a Customer Representative who services Citizens' business, then the Agent must ensure that the Customer Representative completes all Citizens' mandatory training and any other Citizens requirements.
- G. Agent Information.** The Agent agrees to keep all contact information required by Citizens up to date, including an official email address for notices under this Agreement.

IV. Commissions

- A. Commission Assignment.** The Agent hereby assigns and transfers to the Agency all commissions due or that may be generated by the Agent as a result of writing Citizens' business. Further, the Agent hereby and forever releases Citizens from any claim for payment of commissions upon Citizens' payment to the Agency of such commissions.
- B. Commission Payment.** Citizens shall pay commissions to the Agency, less any deductions, setoffs, refunds, reimbursements, holdbacks or any amounts owed Citizens by the Agency or any of its Appointed Agents. Commissions will be paid in accordance with the Agent Commission Schedule then in effect. . Payment shall be made by the end of each month for commissions based on policies effective or issued, whichever is later, in the prior month.
- C. Performance Management.** Agent understands that Citizens may implement and, from time to time, modify commission structures to reflect compliance with agent performance standards.
- D. Authority to Withhold.** Citizens reserves the right to withhold, offset or deny payment of commissions should the Agent's authority to conduct Citizens' business be suspended or terminated or should the Agent otherwise not fully comply with the terms of this Agreement. Additionally, Citizens may withhold or deny commissions on any policy or coverage not submitted in accordance with the Agent Guidelines.

V. Suspension And Termination

- A. Investigative Suspension.** If Citizens has received information which establishes a reasonable belief that Agent has violated the terms of this Agreement and there is a consequential danger to the public or Citizens, Citizens may suspend the Agent while an investigation is being conducted. The investigative suspension will remain in effect until Citizens has completed its investigation and effectuated disciplinary action, if any.
- B. Termination.**
 - 1. **Termination without Cause.** Citizens may terminate this Agreement without cause upon providing sixty (60) days advance written notice. The Agent may terminate this Agreement at any time upon notice to Citizens.
 - 2. **Administrative Termination.** This Agreement is administratively terminated if the Agency with which the Agent is affiliated is terminated by Citizens. Administrative termination does not invoke the minimum termination period described below.
 - 3. **Termination for Cause.** Notwithstanding any other provision, this Agreement will terminate:
 - a. Immediately upon the occurrence of any of the following:

- i. The termination, deactivation, or dissolution of Citizens
 - ii. The suspension, revocation, expiration, termination or surrender of the Agent's Florida general lines agent's license.
- b. By written notice upon determination by Citizens of any of the following:
 - i. Agent has abandoned Agent's business
 - ii. Agent has committed fraud, breach of fiduciary duty, gross, willful or criminal misconduct in relation to the business of insurance; or has engaged in deceptive or misleading practices as prohibited under Florida law or regulation
 - iii. Agent has materially breached this Agreement, or any items incorporated by reference into this Agreement
 - iv. Agent's failure to meet any requirements specified as a term of a disciplinary suspension
 - v. Agent's conduct demonstrates that the Agent is not capable of properly rendering services or fulfilling the Agent's obligation under this Agreement
 - vi. A willful failure to timely comply with a request from Citizens pursuant to an investigation or audit.
- C. Suspension and Termination Notices.** Citizens will provide any notice of suspension or termination by email at the official email address of the Agent, as contained in Citizens' systems. Citizens will also send a copy of any notice of disciplinary suspension or termination via certified mail, return receipt requested, to the Agent's mailing address of record, as contained in Citizens' systems. For any notice of suspension or termination, Citizens will state the factual basis of the action taken.
- D. Investigations.** Citizens will investigate reported or suspected misconduct by the Agent and make a determination as to whether misconduct occurred. The Agent agrees to cooperate with such an investigation including providing full access to records relating to Citizens business and promptly and completely responding to inquiries. Citizens will impose discipline based on any misconduct found to have occurred. The Agent will be provided an opportunity to appeal the discipline imposed. At such appeal, the Agent will be able to provide evidence that the discipline imposed was based on a mistake of fact or law.
- E. Disciplinary Suspension.** If Citizens determines that the Agent has violated any of the terms of this Agreement, or items incorporated by reference into this Agreement, in lieu of termination, Citizens may suspend the Agent's authority to write new business, take applications and/or service existing or renewing policies for a stated period up to 180 days. During such suspension, the Agent will remain eligible to receive commissions subject to Citizens' right to withhold. The suspension will take effect on the date specified in the written notice from Citizens. The disciplinary suspension may contain terms which must be met by the Agent to address the cause of the disciplinary suspension.
- F. Control Parties.** Citizens may terminate the Appointment of an Agent who is or has been an owner (other than mere stockholder), director, officer or control person of an agency terminated for cause or an insurer that was placed under receivership or liquidation during the time of the Agent's association with such agency or insurer.
- G. Termination Period.** An Agent who has been terminated for cause may not seek reappointment for a minimum of two (2) years from the date of termination. However, if the termination for cause was for misappropriation of premium or fraud, the Agent may not seek reappointment with Citizens.
- H. Cessation of Binding Authority.** The Agent's binding authority will immediately cease upon the suspension or termination of the Agent's appointment.
- I. Agent Termination and Policyholders.** If the Agent has exclusive ownership of the policy expirations and the Agent's appointment is terminated, the Agent agrees to facilitate the smooth transition of affected policyholders to a properly licensed and appointed agent to service the business. If ownership of expirations is with the Agency and the Agency's agreement with Citizens has not been terminated, then the Agency will have responsibility for providing a replacement agent of record. Policies for which the agent of record is not changed will be nonrenewed and Citizens will service such policies for the remaining policy term.

VI. General Terms and Conditions

- A. Independent Contractor Status.** Nothing contained herein is intended or shall be construed to create the relationship of employer and employee between Citizens and the Agent; rather the Agent is an independent contractor for all purposes.

- B. Non-Waiver of Rights.** A waiver by Citizens of any breach or default by the Agent under this Agreement will not constitute a continuing waiver or a waiver by Citizens of any subsequent breach or default.
- C. Amendment and Modification.** This Agreement may be modified by Citizens only after providing the Agent with at least sixty (60) days advance notice of any proposed changes. . The changes shall be effective on the date specified in the notice, without further action being required by Citizens. This notice provision supersedes all other notice provisions contained in this Agreement. This notice provision does not apply to modifications mutually agreed upon in writing by the Agent and Citizens.
- D. Florida Law, Jurisdiction, Venue and Service of Process.** This Agreement will be governed by the laws of the State of Florida. The Agent hereby consents to personal jurisdiction in the courts of the State of Florida. The Agent agrees that service of process in any proceeding in any such court may be effectuated by Certified Mail at the address for the Agent on record with Citizens. The parties hereby agree that the exclusive venue for any litigation or arbitration based on or related to this Agreement shall be in Leon County, Florida. The parties recognize and agree that the terms of Chapter 120, Florida Statutes, are not applicable to Citizens, this Agreement, or the relationship between Citizens and the Agent.
- E. Waiver of Jury Trial.** The Agent and Citizens, each hereby waives its right to a jury trial for any claim or cause of action based upon or arising out of this Agreement. Each party hereby further warrants and represents that such party knowingly and voluntarily waives its jury trial rights following consultation with its legal counsel.
- F. Assignment or Transfer.** This Agreement may not be assigned or otherwise transferred, in whole or in part, by the Agent, by operation of law or otherwise.
- G. Indemnification.** The Agent shall indemnify and hold harmless Citizens, its Board Members, employees, designees, committees and committee members from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses, including legal or other expenses reasonably incurred or paid by Citizens on account of any negligent or wrongful act, error or omission of the Agent in the rendering of services pursuant to this Agreement (including but not being limited to, compliance with the provisions of the Federal Fair Credit Reporting Act, Gramm-Leach-Bliley Act, or similar State Acts) except to the extent that Citizens has caused such liability or damage. Citizens shall indemnify and hold harmless the Agent from any liability, damage, claims or causes of action with regard to any and all losses, claims, damages, fees and expenses, including legal or other expenses reasonably incurred or paid by the Agent on account of any negligent or wrongful act of Citizens in the performance of any duty set forth in this Agreement except to the extent that the Agent caused such liability or damage.
- H. Immunity.** Nothing in this Agreement shall operate or be deemed to waive Citizens' statutory or sovereign immunity.
- I. Appeal.** Any disciplinary suspension or termination by Citizens may be appealed. All appeals must follow [Citizens' appeal procedures](#). The appeal procedures will provide the Agent with an opportunity to contest the disciplinary action taken and present evidence that the action taken was based on a mistake of fact or law. Investigative suspensions may not be appealed.
- J. Severability.** In the event any provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the law, all remaining provisions will continue in full force and effect.
- K. Integration.** As of its effective date, this Agreement supersedes and replaces all previous Agreements, if any, between the Agent and Citizens.
- L. Injunctive Relief.** The Agent acknowledges and agrees that Citizens will suffer irreparable harm in the event that the Agent fails to comply with the terms of this Agreement. The Agent further acknowledges and agrees that monetary damages will not be adequate to compensate Citizens. Accordingly, in addition to any other remedies available to it at law or in equity, Citizens will be entitled to injunctive relief to enforce the terms of this Agreement.
- M. Survival.** The Agent's recordkeeping, confidentiality and public records obligations shall survive the termination of this Agreement.
- N. Notice.** Except as otherwise provided, notices, designations, consents, offers, acceptances, or any other communications provided for or required by this Agreement must be given by the means specified herein. If a specific means is not provided, notice may be given by electronic mail, addressed as follows:

As to Citizens:

Agents@citizensfla.com

As to the Agent:

To the attention of the Agent at the Agent's email address as contained in Citizens' systems

Notices sent by electronic mail shall be deemed to be effective on the day sent. Notices sent by registered or certified mail shall be deemed effective on the third (3rd) business day after being deposited with the post office. Notices sent by overnight carrier shall be deemed effective on the next business day after being placed into the hands of the overnight carrier. Notices sent by hand delivery shall be deemed effective on the date of hand delivery.