



ALEX SINK
CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

Florida Department of Financial Services

In Re:

Case No. _____

(Print Name of Holder)

Respondent/Holder.
_____ /

VOLUNTARY DISCLOSURE AGREEMENT

The State of Florida Department of Financial Services, Bureau of Unclaimed Property, 200 East Gaines Street, Tallahassee, Florida 32399-0358 (“Department”) and

 (“Holder”) in consideration of the mutual promises contained herein, and for other valuable consideration, enter into this Voluntary Disclosure Agreement. Holder’s principal place of business address is: _____

_____. Holder’s FEID number is: _____. The Department and the Holder stipulate and agree as follows:

(1) The Department is the state agency charged with the administration and enforcement of Chapter 717, Florida Statutes, and the rules promulgated thereunder. The Department has jurisdiction over the Holder pursuant to Chapter 717, Florida Statutes.

(2) The Holder would like to voluntarily comply with the Florida Disposition of Unclaimed Property Act, Chapter 717, Florida Statutes, by disclosing and remitting previously unreported unclaimed property due to the State of Florida.

(3) The Holder represents that it is not currently the subject of an unclaimed property examination, nor to its knowledge, has it been notified by the Department, or its contracted vendors, of their intention to conduct an unclaimed property examination of the Holder's records.

(4) In the interest of compromise and settlement, the parties agree to resolve this matter on the following terms and conditions:

(a) The Holder agrees:

1. The Holder shall provide the following information to the Department: Name of entity, mailing address, contact person, telephone number, facsimile number and e-mail address of the contact person, federal employer identification number, and standard industrial code classification. Failure to timely disclose the foregoing information will terminate this Agreement.

2. The Holder shall furnish the Department with a detailed plan that will be used during the course of voluntary disclosure, which includes, at a minimum, a description of the procedures to be followed during the audit, the property types reviewed or audited, and the sampling and/or estimation techniques employed.

3. If estimations are involved in determining the amounts to be reported, the calculations for the estimations must be reviewed and approved by the Department prior to the acceptance of the property by this office and waiver of penalties. In the event that sampling and/or estimating are required due to inadequate records, the Holder shall submit an affidavit, signed by an officer of the company, so stating.

4. The Holder shall accurately identify and report unclaimed property due the Department for the prior five (5) report years (currently year _____ through year _____) within nine (9) months of the date of the Final Order. In identifying and scheduling this property, the property will be aged according to the appropriate dormancy period(s), as set forth in Chapter 717, Florida Statutes. The Holder shall adhere to reporting periods and approved departmental reporting formats.

5. The Holder shall provide any additional information that is requested by the Department during and/or after the completion of the voluntary disclosure and agrees to abide by any instructions given by the Department during the course of voluntary disclosure.

6. Upon completion of the voluntary disclosure, the Holder shall annually file the unclaimed property report required by Chapter 717, Florida Statutes.

(b) The Department agrees:

1. The Department shall not impose any penalty or interest against the Holder for the reported property pursuant to Rule 69I-20.038(4)(c), Florida Administrative Code.

2. The Holder shall be relieved of liability upon payment and delivery of the unclaimed property as provided in Section 717.1201, Florida Statutes; however, this release of liability shall apply only to the type of property reported and remitted and shall not be construed as a general waiver of all liability for all types of property.

3. Upon receipt of the report and remittance, the Department may assert its right to conduct an examination of the Holder's records pursuant to Section 717.1301, Florida Statutes. This right to conduct an examination will be limited to a period of twenty-four (24) months following the date of the accepted final report from the Holder.

4. All information received from the Holder will be disclosed as provided in Chapters 717 and 119, Florida Statutes.

(5) The Holder consents to the entry of the accompanying Final Order attached hereto as Exhibit "A," which incorporates this Voluntary Disclosure Agreement by reference. The Holder understands and agrees that this Voluntary Disclosure Agreement is subject to final approval by the Chief Financial Officer and by the entry of a Final Order adopting the same. In the event the Final Order is not entered, this Voluntary Disclosure Agreement shall be null and void. The Final Order incorporating the terms of this Voluntary Disclosure Agreement constitutes final agency action by

the Department for which the Department may seek enforcement pursuant to the provisions of Chapters 120 and 717, Florida Statutes.

(6) By Holder's consent to the entry of a Final Order with respect to this proceeding, Holder waives:

(a) Any right to separately stated findings of fact and conclusions of law;

(b) Any right to receipt of a notice of rights pursuant to Chapter 120, Florida Statutes;

(c) Any right to an administrative hearing or issuance of a recommended order pursuant to Chapter 120, Florida Statutes;

(d) Any right to contest in any judicial or administrative forum the validity of any term, condition, obligation, or duty expressly created by the Final Order; and

(e) Any right to object to or challenge in any judicial proceeding (including, but not limited to, an appeal pursuant to Section 120.68, Florida Statutes) any express provision or requirement of the Final Order.

(7) The Department and the Holder agree that the Holder has consented to the above terms and conditions for the purpose of resolving the instant matter and that neither this Voluntary Disclosure Agreement nor the Final Order ratifying it may be used by the Department against the Holder as the sole basis for any future action against the Holder. However, notwithstanding the foregoing, the Department expressly reserves the right to pursue any administrative or judicial action or remedy in a subsequent proceeding should information unrelated to the instant matter warrant such future action or if there is any misrepresentation or fraud involved in the reporting of unclaimed property for any of the report years. Furthermore, the Department, in determining the severity of the sanction in the penalty phase of any such future proceeding, may consider the instant matter and its resolution by this Voluntary Disclosure Agreement, as an aggravating circumstance.

(8) The Holder agrees that failure to comply with any of the terms, obligations, and conditions of this Agreement as adopted by the Final Order shall be a violation of an order of the Department. Such noncompliance may result in the issuance of an emergency cease and desist order. However, nothing herein shall limit the Holder's right to contest such finding of noncompliance.

(9) Upon full execution of this Agreement, the Holder waives and releases the Department, its agents, representatives, and employees from any and all causes of action that Holder may have, now or in the future, arising from or relating to the subject matter hereof. The Department agrees to accept this release on behalf of itself, its agents, representatives, and employees without acknowledging and expressly denying that any such cause or causes of action may exist.

(10) Each party herein shall be solely responsible for their respective attorney fees and costs incurred in the defense, prosecution, or negotiations in this matter up to and including the entry of the Final Order in this matter.

(11) The Holder agrees that if any provision of this Voluntary Disclosure Agreement or the application thereof is held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provisions, and to this end, the provisions of this Agreement are declared severable.

(12) The parties herein acknowledge that they have read this Voluntary Disclosure Agreement and Final Order and fully understand the rights, obligations, terms, conditions, duties, and responsibilities with respect to its contents and are acting upon the advice of competent counsel.

(13) The undersigned representative of the Holder has full authority to enter into and bind the Holder to the terms and conditions of this Voluntary Disclosure Agreement.

(14) The undersigned hereby acknowledge and agree to the terms and conditions of the foregoing Voluntary Disclosure Agreement and Final Order by written consent on the dates indicated below:

(Print Name of Holder)

By:_____

Date

Print Name of Person Signing on Behalf of
Holder:_____

Title:_____

Florida Department of Financial Services

By:_____

Date

Chief
Bureau of Unclaimed Property

Print Name of Person Signing on Behalf of
The Florida Department of Financial
Services:_____

HOLDER INFORMATION FOR VDA

HOLDER INFORMATION

Holder Name _____ FEID _____

Holder Mailing Address _____

City _____ State _____ Zip _____

Standard Industrial Code Classification (NAICS) _____

Contact Last Name _____ First _____ MI _____

Phone _____ Fax _____

Email Address _____

Subsidiaries to be included in the VDA:

Name:	FEID:
_____	_____
_____	_____
_____	_____

PLEASE ATTACH A LIST IF ADDITIONAL SPACE IS REQUIRED

HOLDER BACKGROUND INFORMATION

1. Has holder been contacted by the Bureau or the Bureau's representative for examination purposes? _____

2. What year(s) did holder file an unclaimed property report in the past (including zero report(s))?

3. Are any of the subsidiaries that are to be included in the VDA currently under examination? _____

If yes, please list those subsidiaries that are currently under examination.

Name:	FEID:
_____	_____
_____	_____
_____	_____

PLEASE ATTACH A LIST IF ADDITIONAL SPACE IS REQUIRED

4. Have any of the subsidiaries that are to be included in the VDA filed an unclaimed property report with Florida?

If yes, please list those subsidiaries that have filed an unclaimed property report with Florida including the years filed.

Name:	Year(s) Filed:
_____	_____
_____	_____
_____	_____

PLEASE ATTACH A LIST IF ADDITIONAL SPACE IS REQUIRED

5. Holder's state of incorporation: _____

6. Holder's principal place of business, City and State: _____

7. If the holder's state of incorporation and principal place of business is outside the state of Florida please provide a list detailing the cities in Florida where the holder conducts business and the number of locations in each city.

Florida City where Holder Conducts Business:	Number of Locations:
_____	_____
_____	_____
_____	_____

PLEASE ATTACH A LIST IF ADDITIONAL SPACE IS REQUIRED

Chapter 717.1333(2) Florida Statutes, permits estimations only if the records are "insufficient to permit the preparation of a report."

Signature and Title of an Officer of the Corporation

Date