

# AGENCY INFORMATION

Legal Business Name: \_\_\_\_\_

Agency DBA Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ (For notices under the Agreement)

Physical Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_\_) \_\_\_\_\_

Internet Processing Email Address: \_\_\_\_\_

Agency Website: \_\_\_\_\_

Personal Lines & Flood Contact / Email address: \_\_\_\_\_

Commercial Lines Contact / Email address: \_\_\_\_\_

Disaster Response Contact: \_\_\_\_\_ Mobile Phone #: (\_\_\_\_\_) \_\_\_\_\_

Agency is an:  Sole Proprietorship  Partnership  S-Corp  LLC  C-Corporation

State of incorporation/organization: \_\_\_\_\_ Taxpayer ID #: \_\_\_\_\_

**(If agency has any branch or sub-offices, please attach any additional page(s) that list name, address, telephone & fax numbers.)**

Authorized Lines:  Personal Lines  Commercial Lines  Flood  Excess Flood

Does Agency currently/ previously represent a Bankers company?  YES  NO If YES, provide Agency code: \_\_\_\_\_

**Names of Owner, Officers or Partners: (attach additional page(s) if necessary)**

<u>Name</u>	<u>Title</u>	<u>Email Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

How long has Agency been in business? \_\_\_\_\_ Change in ownership:  YES  NO If YES, When? \_\_\_\_\_

Prior Name? \_\_\_\_\_

Professional Insurance Organizations:  PIA  IIAA State organization(s): \_\_\_\_\_

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Any account current or unearned commission balances past due to any company?                            | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Any judgments or suits pending against the Agency?  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Has any carrier terminated the Agency in the past three years for production and/or adverse loss ratio? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. Have you or anyone in your Agency ever been convicted of a felony crime in any state or federal court?  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 5. Any license suspensions in the past five years?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 6. Any other business (e.g. real estate) conducted from premises?  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 7. Is the Agency affiliated with a national or regional brokerage firm?                                    | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

**Explain any "YES" answers for Questions 1-7. Please attach a written/typed explanation.**

## ERRORS & OMISSIONS INSURANCE

Please attach copy of E&O Policy Declarations page that indicates limits of coverage, company, expiration date and deductible.

Any claims within the past five (5) years:  YES  NO If "YES," please attach a written/typed explanation.

# AGENCY AGREEMENT

THIS AGENCY AGREEMENT ("Agreement") is entered into between **BANKERS UNDERWRITERS, INC.** (herein, "**BUI**"), a Florida entity, and \_\_\_\_\_ (herein, "**Agency**").

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, BUI and Agency agree as follows:

## SECTION 1 – APPOINTMENT AND AUTHORITY

1.1 For those lines of business specified in the attached commission schedule ("Commission Schedule"), BUI, on behalf of the authorized carriers specified in the Commission Schedule ("Authorized Carriers"), hereby:

- (a) Appoints Agency to represent it in the sale of insurance policies ("Policy" or, collectively, "Policies"); and
- (b) Authorizes Agency and grants Agency the authority, through its Authorized Carriers, to:
  - (1) receive and accept proposals for insurance;
  - (2) countersign and deliver Policies, endorsements, and, if authorized in writing, binders of insurance bearing the authorized signatures, written or printed, of officials of the Authorized Carriers;
  - (3) collect, receive and receipt for premiums due Authorized Carriers for such insurance as further specified in Section 4 of this Agreement; and
  - (4) bind the Authorized Carriers on risks.

All of the foregoing subject specifically to the limitations and other terms and conditions of this Agreement, and the Authorized Carriers' underwriting guidelines, bulletins, manuals and written instructions. BUI retains the right, in its sole discretion, to appoint other agencies in the same territory as Agency.

1.2 Agency agrees to:

- (a) Comply with all existing statutes, ordinances, and regulations, or other laws, that may be applicable to Agency ("Laws");
- (b) Obtain and maintain, all permissions, licenses, and other forms of documentation required in order to comply with the Laws, including the requirement to maintain a valid property and casualty insurance license;
- (c) Only submit Policy transactions through Producers who are in good standing with the appropriate state insurance licensing department(s) and who meet all other applicable licensing and appointment requirements, if any;
- (d) Notify BUI within three (3) business days if any Producer appointed through BUI terminates his or her employment or business relationship with Agency;
- (e) Comply with the underwriting guidelines, bulletins, manuals, and written instructions (as issued or modified by the Authorized Carriers from time to time in its sole discretion);
- (f) Collect premiums due Authorized Carriers for such Policies, as trustee for BUI and the Authorized Carriers, until delivered to the Authorized Carriers;
- (g) Fully report to the Authorized Carriers, immediately upon receiving knowledge thereof, all claims, demands and lawsuits, as well as all regulatory inquiries, findings or actions, involving Agency;
- (h) Retain original documents for the minimum period specified in Section 8;
- (i) Maintain error and omission coverage as required as required in Section 9; and

- (j) Advise us if Agency, or one of its officers, partners, principals, owners or Producers is or has been convicted of a federal or state felony offense involving dishonesty or breach of trust.

For purposes of this Agreement, "**Producer**" means any individual employed or contracted by Agency to perform all or some of the activities described in Section 1.1 and Section 1.2 above, on Agency's behalf. The term also includes any licensed entity contracted by Agency to act as Agency's business partner in producing Policies.

1.3 Agency will ensure that all Producers are aware of and understand the obligations undertaken by Agency under this Agreement. Agency shall be liable for any actions or inactions taken by Producers with regard to the Policies and the obligations undertaken by Agency under this Agreement. Agency agrees that the Producers are subject to the same terms and conditions as regards the Policies and the obligations undertaken by Agency under this Agreement, and that Agency will take appropriate steps to ensure the Producers' compliance.

## SECTION 2 – LIMITATIONS OF AUTHORITY

- 2.1 Agency agrees that it will not use BUI's or any Authorized Carrier's name in any advertising without prior written approval by BUI. If approved for use, the Agency shall maintain a copy of the approved advertisement and full details concerning where, when, and how it was used, and it shall also comply with all legal requirements regarding content, review and approval of advertising and maintenance of records.
- 2.2 Agency shall have no authority to send notice of cancellation. Agency shall request cancellation of Policies issued by any Authorized Carrier for Agency for non-payment of premiums and for other causes inherent in the particular risk or risks insured, where such cancellation is in the best interest of the Authorized Carrier or BUI. Any Authorized Carrier in its sole discretion, may cancel any Policy issued by that Authorized Carrier for Agency without the Agency's request, by direct notice to the insured duly given in accordance with Law.
- 2.3 Agency has no power or authority to settle or adjust claims or losses unless specifically authorized by the applicable Authorized Carrier in writing. The Authorized Carriers shall retain full control of, and full authority over, losses and claims. Specifically, all claims arising from business placed with any Authorized Carrier under this Agreement shall be adjusted and handled only by that Authorized Carrier or its duly appointed representatives. Failure to properly and promptly report all losses and claims, as required by this Section 2.3, is a material breach of this Agreement.

## SECTION 3 – COMPENSATION

- 3.1 As the sole and entire financial consideration for all of the acts to be performed by Agency under this Agreement, Agency shall receive the amounts set forth in the Commission Schedule. BUI may amend the Commission Schedule at any time upon thirty (30) days written notice to Agency.
- 3.2 Compensation due under this Agreement is to be payable only during the duration of this Agreement and under its terms and

while the Agency is actively producing and servicing business hereunder. Agency shall not assign their rights to receive commissions under this Agreement to any third party without BUI's prior written consent, which may be withheld at its sole discretion.

- 3.3 The Agency shall refund promptly to BUI, on business hereto or hereafter written, compensation on canceled Policies and reduced premiums, at the rate at which such compensation was originally paid.
- 3.4 Any provision of this Agreement providing for payment of compensation shall be subject to any indebtedness by the Agency to BUI or any Authorized Carrier, including any reimbursement of fees owed BUI or any Authorized Carrier for license appointments (including renewals) of any Producers. BUI and the Authorized Carriers shall have the right to withhold compensation due Agency to offset any such indebtedness; provided, however, that any withholding of such indebtedness shall be to the extent necessary to liquidate such indebtedness. BUI and the Authorized Carriers shall have the authority and power to seek all available legal and equitable remedies against Agency to obtain repayment of any indebtedness not otherwise offset by compensation due Agency.

#### **SECTION 4 – PREMIUM SUBMISSION**

- 4.1 All premiums received by Agency and due to any Authorized Carrier shall be held by Agency as trustee for BUI and the Authorized Carrier until delivered to the Authorized Carrier. The keeping of an account on the books of BUI and any Authorized Carrier, or on the books of the Agency, in the form of a creditor and debtor account, is hereby declared to be a record of memorandum of business transacted, and shall in no way be taken to change this fiduciary relationship of Agency. Neither alteration of compensation rate, nor failure of BUI or Authorized Carrier to enforce prompt remittance of the premiums collected by Agency, nor compromise or settlement of account rendered by BUI or any Authorized Carrier to Agency, shall be interpreted to change this fiduciary relationship.
- 4.2 Unless otherwise authorized by an Authorized Carrier, pursuant to the Commission Schedule, all Policies are to be written using an approved direct bill payment plan (“**Direct Bill Payment Plan**.”) Under the Direct Bill Payment Plan:
- (a) Agency shall promptly submit to the Authorized Carrier the full (gross) down payment with every insurance application. Future installments and renewal notices will be billed to the insured by the Authorized Carrier and will be payable directly to the Authorized Carrier. Agency shall cooperate with BUI in all collections.
  - (b) Commissions shall be calculated by the Authorized Carrier and reported in the Agency's Statement of Account. If the monthly Statement of Account results in return commissions due to the Authorized Carrier, Agency agrees to remit payment in full to the Authorized Carrier within fifteen (15) days of receipt of the Statement of Account.
  - (c) Authorization to use the Direct Bill Payment Plan shall be indicated by a “DB” under the “Pay Method” section of the Commission Schedule, as may be applicable to any individual line of business.
- 4.3 If the Agency is authorized by an Authorized Carrier, pursuant to the Commission Schedule, to bill and collect the premium (herein, the “**Account Current Pay Plan**”), then with regard specifically to Policies written by that Authorized Carrier:

- (a) Agency shall pay the Authorized Carrier in accordance with the Statement of Account rendered by the Authorized Carrier. In no event shall premiums arising out of insurance written under this Agreement, whether or not collected by Agency, be remitted to the Authorized Carrier later than forty five (45) days after the end of the month in which the applicable insurance was effective or renewed, or in which a premium payment date occurs.
- (b) In the event Agency is unable to collect full payment as indicated for all items on the Statement of Account, such items shall be subject to cancellation by direct notice to the insured, and any balances resulting from such cancellations or otherwise shall be due and payable to the Authorized Carrier immediately.
- (c) If the Agency, within forty five (45) days after receiving notice of premiums developed by audits, notifies the Authorized Carrier that all normal collection efforts have been exhausted, the Authorized Carrier shall take up any collection efforts. If the Authorized Carrier is subsequently successful in collecting such premiums, the Authorized Carrier will be entitled to the full amount collected with no deduction for commission and the Agent shall be entitled to a credit to the extent of the collection made, whether partial or in full, against outstanding arrearages due Agent for uncollected premiums (less costs of collection including, but not limited to, court costs, and attorneys' fees not reimbursed by such delinquent insured's).
- (d) Authorization to use the Account Current Pay Plan shall be indicated by an “AC” under the “Pay Method” section of the Commission Schedule, as may be applicable to any individual line of business.

- 4.4 Whether utilizing a Direct Bill Payment Plan or Account Current Payment Plan, a statement of account (“**Statement of Account**”) shall be delivered to Agency monthly by the Authorized Carrier. If Agency does not receive the monthly statement by the 20<sup>th</sup> day of any month, Agency shall promptly notify the Authorized Carrier of this fact. Authorized Carrier, at its sole discretion, may reasonably alter the frequency and/or content of the Statement of Account; provided, however, such report is made no less frequently than monthly. The omission of any item(s) from the Statement of Account or any other report shall not affect the responsibility of either party to account for and pay all amounts due the other party, nor shall it prejudice the rights of either party to collect all such amounts due from the other party.

#### **SECTION 5 - TERMINATION**

- 5.1 This Agreement shall remain in full force and effect until terminated upon sixty (60) days prior written notice given by either party to the other.
- 5.2 BUI may terminate the Agreement, without prejudice to any other remedy it may have, immediately upon written notice to Agency, if: (1) Agency engages in fraud, misconduct, abandons its business, becomes insolvent, or declares bankruptcy, (2) Agency materially breaches the terms of this Agreement, (3) Agency's (including any agent soliciting business for BUI through Agency) insurance license is cancelled, suspended or revoked in any state in which Agency (or agent as applicable) conducts business, (4) Agency experiences a Change of Control, or (5) there is a cancellation of, or an adverse change in, any Authorized Carrier's reinsurance arrangements for business produced under this Agreement.

- 5.3 Agency may terminate this Agreement, without prejudice to any other remedy it may have, immediately upon written notice to BUI, if: (1) BUI engages in fraud, misconduct, abandons its business, becomes insolvent, or declares bankruptcy, or (2) BUI materially breaches the terms of this Agreement.
- 5.4 If Agency is solvent and is not otherwise in default in any financial obligation due BUI or any Authorized Carrier, Agency's use and control of expirations, will remain property of Agency and will be left in Agency's undisputed possession. However, if the Agency is in default in any financial obligation due BUI or any Authorized Carrier, in addition to any other remedy it may have: (a) BUI shall have the right to collect any indebtedness due from Agency through its use and control of such expirations; (b) the Agency will be liable for all costs incurred by BUI or any Authorized Carrier to collect outstanding balances together with interest thereon. Agency shall not sell, or negotiate the sale of, its records and expirations, and/or any other thing of value in the "Agency's" agency, if Agency is default under this agreement, without written consent of BUI.
- 5.5 Termination of this Agreement shall not affect any duties, obligations or liabilities incurred prior to termination except as otherwise provided herein.

#### **SECTION 6 – CONFIDENTIAL INFORMATION**

Agency acknowledges and agrees that BUI, the Authorized Carriers, and their affiliates are the owners of valuable trade secrets and other confidential information and such other like information which is licensed from third parties which, for purposes of this Agreement, shall be referred to as "**Confidential Information**." Confidential Information, whether disclosed orally or otherwise, shall include Policy Documents, Authorized Carriers' loss or claims information, BUI business plans, customer information and information related to Electronic Processing System. Agency and Producers shall treat as strictly confidential and shall not divulge or permit to be divulged to or examined or copied by third parties any Confidential Information but will only use such Confidential Information for the purposes and activities contemplated by this Agreement. Agency acknowledges and agrees that the Confidential Information is provided "as is" and that neither BUI, the Authorized Carriers nor any of their affiliates will be liable for any damages of any type that Agency might suffer (including, but not limited to, any lost profits or revenue) arising from or in any way connected with, Agency's use of the Confidential Information.

#### **SECTION 7 – ELECTRONIC PROCESSING SYSTEM**

During the term of this Agreement, BUI may provide Agency access to propriety systems ("**Electronic Processing System**") that will allow the Agency to transmit signed applications and other Policy related documentation ("**Policy Documents**") electronically to the Authorized Carriers, either through the Internet or via computer modem access using the electronic processing software. Agency will be granted a personal, non-transferable, non-assignable, non-exclusive license to use the Electronic Processing System solely in connection with the services to be performed by the Agency under this Agreement. Other than the limited rights to use the Electronic Processing System, this Agreement grants to Agency no right to possess, reproduce, download, reverse engineer, or obtain any other interest in, the Electronic Processing System or their specifications in any tangible or intangible medium. Agency may not mortgage, hypothecate, sell, assign, pledge, lease, transfer, license, or sublicense the Electronic Processing System, nor allow any person, firm, or

corporation to transmit, copy, reproduce, download, reverse engineer, or obtain any other interest in, the Electronic Processing System or their specifications, in whole or in part. Agency is responsible for the maintenance of the equipment and software required for Agency to access and use Electronic Processing System. Access to Electronic Processing System may be terminated by BUI at any time at BUI's sole discretion. However, if BUI terminates access for reasons other than a breach of any term of this Agreement, BUI will endeavor to provide Agency with sufficient notice to avoid any significant business disruption. Although BUI and the Authorized Carriers intend to use commercially reasonable efforts to maintain the proper functioning of Electronic Processing System, neither party represents or warrants that the Electronic Processing System will meet Agency's requirements or that the operation of the Electronic Processing System will be uninterrupted or error-free. Access to the Electronic Processing System is provided "as is", and neither BUI, the Authorized Carriers nor any of their subsidiaries or affiliates will be liable for any damages of any type Agency might suffer (including but not limited to, any lost profits or revenue, loss of use or costs of recovering lost data) arising from or in any way connected with Agency's use of Electronic Processing System.

#### **SECTION 8 – POLICY DOCUMENTS, RETENTION**

- 8.1 All original Policy Documents shall be kept by Agency in such manner and form as is generally recognized as acceptable in the insurance industry or as may be required by BUI or any Authorized Carrier. Agency shall retain original Policy Documents for a minimum period of seven (7) years, or for any longer period as may be required by Laws. Specifically, Agency shall ensure that all applications are signed by the prospective insured and all applications shall be kept under the Agency's control.
- 8.2 All original Policy Documents (including applications), and the books, accounts, correspondence and other records of Agency relating to business transacted pursuant to this Agreement, shall, at all reasonable times be open to inspection and/or audit by BUI, the Authorized Carriers or their designated representatives, and either of these parties may make copies thereof before or after the termination of this Agreement. Agency shall provide any original Policy Documents, held in its possession and control, to BUI and the Authorized Carriers upon request and at Agency's expense.

#### **SECTION 9 – ERRORS AND OMISSIONS POLICY**

Agency shall, at its own cost and expense, purchase and maintain in force, during the terms of this Agreement and so long as there exists an unearned premium balance in any Authorized Carrier's account with Agency, an Errors and Omissions insurance policy with limits not less than \$500,000.00 (maximum \$5,000.00 deductible unless otherwise agreed to in writing by BUI) and shall provide BUI with a certificate, and upon request a certified copy, of the policy. BUI reserves the right to verify coverage at any time.

#### **SECTION 10 – CHANGE OF CONTROL**

Agency shall notify BUI in writing at least thirty (30) days in advance of any of the following occurrences, each of which shall be deemed a "**Change of Control**": (a) a sale, transfer or pledge, or the issuance to a new shareholder, of 10% or more of the voting stock of the Agency; or (b) a sale, transfer or pledge of a substantial portion of the material assets of the Agency, or any merger or consolidation of the Agency with another entity or entities; or (c) a change in any director or principal officer of the Agency.

## SECTION 11 – INDEMNIFICATION

- 11.1 Agency shall defend, indemnify and hold BUI and the Authorized Carriers, their subsidiaries and affiliates, and their respective officers, directors, employees and representatives harmless from any claims, liability, loss, cost or suit (including reasonable attorney's fees and costs) arising from or in connection with any unauthorized or negligent acts, any error or omission, or any breach of any of the provisions of this Agreement by Agency or Agency's owners, Producers, employees, officers, directors, agents or representatives.
- 11.2 BUI shall hold Agency harmless from any judgment for damages against the Agency as a result of any court action by a policyholder or applicant arising out of a direct error or omission on the part of BUI, provided Agency has not caused or contributed to such liability by its own acts or omission. The Agency agrees, as a condition of such indemnification, to notify BUI promptly of any claim or suit against it, and to allow BUI to make such investigation, settlement or defense thereof as BUI deems prudent.

## SECTION 12 – MISCELLANEOUS

- 12.1 All materials furnished by BUI or any Authorized Carrier to Agency under this Agreement, including Confidential Information ("**Materials**") shall remain the property of BUI or the Authorized Carrier (as applicable). Materials shall be returned to BUI or the Authorized Carrier upon request or upon termination of the Agreement, and Agency shall indemnify BUI and the Authorized Carriers for any cost incurred (including reasonable attorney's fees and costs) to secure the Materials.
- 12.2 This Agreement shall not be assigned or otherwise transferred by Agency, whether by operation of law or otherwise, without the prior written approval of BUI. Any assignee shall be bound by the terms of this Agreement.
- 12.3 This Agreement (including any Schedules and Exhibits referenced herein and attached to this Agreement) constitutes the entire agreement among the parties. Except as specified in **Section 3.1**, this Agreement may not be amended or modified without the express written approval of an authorized representative of BUI and Agency.
- 12.4 If any provision of this Agreement is deemed void, illegal or unenforceable, the validity of the remaining portions shall not be affected thereby. Any waiver on one occasion of the rights of BUI or any Authorized Carrier under this Agreement shall not constitute a continuing waiver of any such right.
- 12.5 This Agreement will be interpreted and construed according to the laws of the State of Florida, without regard to any applicable conflicts of law principles. Any claim or controversy arising out of this Agreement will be decided by a court of competent jurisdiction in Pinellas County, Florida. Any claim by Agency under the Agreement must be brought within one (1) year of the occurrence of the claim. The prevailing party in any court action alleging breach of this Agreement, or seeking to enforce, rescind, renounce, declare void or terminate this Agreement or any provisions thereof, shall be entitled to recover all of its legal expenses, including reasonable attorney's fees and costs.
- 12.6 Agency authorizes BUI, the Authorized Carriers and anyone acting on their behalf to conduct such background

investigations of Agency, its owners, employees, officers, directors, agents or representatives, as BUI or the Authorized Carriers deem necessary to satisfy themselves that it has complied with federal and state requirements. Agency agrees to cooperate with BUI, the Authorized Carriers and anyone acting on their behalf, as the background checks are conducted.

- 12.7 Agency and BUI shall act as independent contractors and be free, within the prescribed underwriting guidelines of BUI in force at the time, to exercise their own judgment as to whom they will solicit, and the time, place, manner, and amount of such solicitation.
- 12.8 The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Any reference to "day" or "days" shall mean calendar days unless "business day" or "business days" is otherwise specified.
- 12.9 If BUI or any Authorized Carrier discloses to Agency, or to a Producer, nonpublic personal information, ("**NPI**"), as defined in the Gramm-Leach-Bliley Act ("**GLB**") or as defined by any applicable state privacy statute, rule or regulation, (collectively referred to as the "**State Privacy Laws**"), BUI and the Authorized Carriers will only do so pursuant to an exception set forth in both GLB and whatever, if any, State Privacy Laws may be applicable. NPI shall include the name, address, phone number, social security number, tax identification number, date of birth, account number, account balances, and account transactions of policyholders and applicants. Notwithstanding any other language in this Agreement, neither Agency nor any Producer shall use, disclose or disseminate NPI for any purpose other than that for which it was provided. Agency shall maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard all NPI. The handling of any NPI, and the purpose for which the information may be used, shall be in compliance with all applicable laws, regulations and rulings, including GLB and the Federal Fair Credit Reporting Act, as amended and re-enacted. Agency also agrees that a violation of the covenants described in this paragraph may cause irreparable and substantial damage and that no adequate remedy may be available at law or in equity. As a result, such violation may be enjoined through injunctive proceedings in addition to any other rights and remedies available at law or in equity.
- 12.10 All notices required by this Agreement shall be sufficiently given if delivered by hand, or sent by certified mail, return receipt requested, or by overnight delivery service, to BUI at **11101 Roosevelt Blvd N, St. Petersburg, FL 33716, Attention: General Counsel** (or such other address of which BUI shall have given notice in accordance herewith), and to Agency at the last known address on file with BUI.
- 12.11 All of the terms and provisions of this Agreement shall survive termination to the extent that such terms and provisions are necessary to enforce the rights of the party not in default.

**THIS AGREEMENT IS ONLY EFFECTIVE UPON SIGNING BY AGENCY AND BUI:**

**SIGNATURE FOR AGENCY, DOING BUSINESS AS A CORPORATION OR LLC**

Agency has caused this Agreement to be executed by a duly authorized officer LLC Manager of Agency (as applicable), and Agency warrants and represents that such authorized officer or LLC Manager has complete authority to enter into this Agreement.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Officer or LLC Manager

\_\_\_\_\_  
Name (Print or Type) Date: \_\_\_\_\_

**SIGNATURE FOR AGENCY DOING BUSINESS AS A SOLE PROPRIETORSHIP**

Agency has caused this Agreement to be executed individually by owner of Agency, and the individual signing below warrants and represents that he or she has complete authority to enter into this Agreement.

\_\_\_\_\_  
Signed Individually Date: \_\_\_\_\_

\_\_\_\_\_  
Name (Print or Type)

**SIGNATURE FOR AGENCY DOING BUSINESS AS A PARTNERSHIP**

Agency has caused this Agreement to be executed by its Managing Partner, and the individual signing below warrants and represents that he or she has complete authority to enter into this Agreement on behalf of the partnership.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Managing Partner

\_\_\_\_\_  
Name (Print or Type)

*\* All individual partners must also sign within the attached Partnership Signature Supplement.*

**PERSONAL GUARANTY (REQUIRED  YES  NO)**

The undersigned individual hereby personally guarantees the full and faithful performance of all duties and obligations of Agency pursuant to the above Agreement.

\_\_\_\_\_  
Signed Individually Date: \_\_\_\_\_

\_\_\_\_\_  
Name (Print or Type)

**BUI SIGNATURE**

BY: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

**FOR HOME OFFICE USE ONLY**

Agency Code: \_\_\_\_\_ Rep Code: \_\_\_\_\_ Contract Effective Date: \_\_\_\_\_

New Agency  Book of Business Transfer

## Did You Remember To:

- Complete, read and sign the Agency Agreement?
- Complete any required attachments, as applicable? (W-9, Partnership Signature Supplement)
- Enclose a copy of your current E&O Dec page?
- Include a copy of individual license and Agency license, if applicable?

# First Community Insurance Company Commission Schedule

Agency: \_\_\_\_\_

Agency Code: \_\_\_\_\_

New Appointment       Amendment

Effective Date: \_\_\_\_\_

Authorized State(s): Florida

## Personal Lines

Product	Commission With Wind	Commission X Wind
<b>Dwelling Fire</b> New / Renewal Business	8% / 8%	13% / 8%
<b>Homeowners</b> New / Renewal Business	8% / 8%	13% / 8%

## Commercial Lines

Product	Commission With Wind	Commission X Wind
<b>Business Owners</b> New / Renewal Business	8% / 8%	13% / 10%
<b>Artisan Contractors</b> New & Renewal Business	N/A	N/A
<b>Commercial General Liability</b> New & Renewal Business	N/A	N/A
<b>Builder's Risk</b> New & Renewal Business	N/A	N/A

## Excess Flood

Product	Commission
<b>Excess Flood</b> New & Renewal Business	N/A

This Commission Schedule shall be effective when signed by Company and attached to a properly executed Agency Agreement signed by Agency and Company. Commissions shall be payable, and this Commission Schedule may be amended, in accordance with Section 3 of the Agency Agreement.

# Bankers Insurance Company Commission Schedule

Agency: \_\_\_\_\_

Agency Code: \_\_\_\_\_

New Appointment       Amendment      Effective Date: \_\_\_\_\_

Authorized State(s): Florida

## Personal Lines

Product	Commission
<b>Dwelling Fire</b> New / Renewal Business	N/A / N/A
<b>Homeowners</b> New / Renewal Business	N/A / N/A

## Commercial Lines

Product	Commission
<b>Business Owners</b> New / Renewal Business	N/A / N/A
<b>Artisan Contractors</b> New & Renewal Business	13%
<b>Commercial General Liability</b> New & Renewal Business	N/A
<b>Builder's Risk</b> New & Renewal Business	N/A

## Excess Flood

Product	Commission
<b>Excess Flood</b> New & Renewal Business	8%

This Commission Schedule shall be effective when signed by Company and attached to a properly executed Agency Agreement signed by Agency and Company. Commissions shall be payable, and this Commission Schedule may be amended, in accordance with Section 3 of the Agency Agreement.

Individual's Legal Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
License Number: \_\_\_\_\_ License Type: \_\_\_\_\_ Soc Sec #: \_\_\_\_\_  
Agency Name: \_\_\_\_\_ Agency Code: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Commercial Lines Agent?  Personal Lines Agent?   
Business email address (required): \_\_\_\_\_

**Please list residential address(es) for the last five (5) years (attach a separate sheet if necessary):**

**Current Residential (Physical) Address:** \_\_\_\_\_ # of years: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ County: \_\_\_\_\_

**Prior Residential (Physical) Address:** \_\_\_\_\_ # of years: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ County: \_\_\_\_\_

Have you ever been appointed (licensed) by another Company?  Yes  No  
If yes, name of company (or attach printout): \_\_\_\_\_

Have you ever been convicted of a felony crime in any state or federal court?  Yes  No  
If yes, please explain: \_\_\_\_\_

**Disclosure to the Consumer**

In connection with your application for appointment, Bankers Insurance Group, Inc. (BIG) and its affiliates intend to conduct a verification of your background. To ensure full compliance with the 1997 Fair Credit Reporting Act Section 604 (A) and to facilitate easy access to all information necessary, please read and sign this form.

I, \_\_\_\_\_, authorize all persons and entities (including but not limited to businesses, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, the NASD, and all military services) to release all written and verbal information about me to First Advantage and/or BIG. I release and agree to hold each harmless from all liability and responsibility for doing so.

I specifically authorize the procurement of an investigative consumer credit report and understand that in all likelihood it will contain information about my background, mode of living, character, general reputation, and personal characteristics. I further understand that upon written request I will be given a list of the areas which will be researched and included in the investigative report into my background.

In the event that an adverse decision will be made based on my Credit Report, First Advantage and/or BIG will provide me with information on how to obtain a copy of the report and a description in writing of my legal rights.

I understand that the Violent Crime Control and Law Enforcement Act of 1994 (18 U.S.C. section 1033) prohibits BIG from willfully permitting any individual convicted of any criminal felony involving dishonesty or a breach of trust from participating in the business of insurance. I understand that my application for appointment will be rejected if such a conviction is found on my record. I further understand that my application for appointment may be reconsidered if I obtain the specific written consent of the Department of Insurance allowing for my participation in the business of insurance.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM MUST BE ACCOMPANIED BY A COPY OF YOUR INSURANCE LICENSE(S).**

Submit completed form with copy of your insurance license(s) and appointment fees (as applicable) to Bankers Marketing.  
Bankers Insurance Company, Attn: Marketing – Producer Appts., PO Box 15707, St. Petersburg, FL 33733-5707

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# Homeowners/Dwelling Fire Supplement

Agency Name: \_\_\_\_\_ Agency Code: \_\_\_\_\_

Number of Personal Lines Producers: \_\_\_\_\_ Number of Personal Lines CSRs: \_\_\_\_\_

Overall premium size of agency: \$ \_\_\_\_\_

Annual Homeowners production: \$ \_\_\_\_\_

Annual Dwelling Fire production: \$ \_\_\_\_\_

Percent of total agency business that is Homeowners/ Dwelling Fire: \_\_\_\_\_%

**Production commitment for next 12 months: Homeowners \$ \_\_\_\_\_**

**Dwelling Fire \$ \_\_\_\_\_**

**Please list lead companies and production and attach loss runs for each.** If any loss ratio is over 50%, please attach written explanation.

Company	Year Appointed	Current Year HO/DFI		Previous Year HO/DFI		2 Years Prior HO/DFI		Number of Policies
		Premium Volume	Loss Ratio	Premium Volume	Loss Ratio	Premium Volume	Loss Ratio	

1. Annual Wind pool premium volume \$ \_\_\_\_\_

2. Annual Excess Flood premium volume \$ \_\_\_\_\_

**The representations and statements made above are true and accurate.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# Commercial Lines Supplement

Agency Name: \_\_\_\_\_ Agency Code: \_\_\_\_\_

Number of Commercial Lines Producers: \_\_\_\_\_ Number of Commercial Lines CSRs: \_\_\_\_\_

Overall premium size of agency: \$ \_\_\_\_\_

Annual Commercial production: \$ \_\_\_\_\_

Percent of total agency business that is Commercial: \_\_\_\_\_%

Indicate the percentage of Commercial accounts written in the following premium categories:

\_\_\_\_\_ (under \$7,500) \_\_\_\_\_ (\$7,501-\$15,000) \_\_\_\_\_ (over \$15,000)

**Production commitment for next 12 months: BOP \$ \_\_\_\_\_**

**Artisan Contractor \$ \_\_\_\_\_**

**Please list lead companies and production and attach loss runs for each.** If any loss ratio is over 50%, please attach written explanation.

Company	Year Appointed	Current Year Commercial		Previous Year Commercial		2 Years Prior Commercial	
		Premium Volume	Loss Ratio	Premium Volume	Loss Ratio	Premium Volume	Loss Ratio

**List Commercial classes of business your agency specializes in (Doctor offices, Construction, Auto, etc.):**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**The representations and statements made above are true and accurate.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



Bankers Insurance Company | First Community Insurance Company  
Bankers Specialty Insurance Company

## Electronic Services Form

### Agency Swipes (ACH) and Direct Deposit of Direct Bill Commissions

Your agency will have insured premium payments swept out of your trust account or other designated account. You will also receive direct deposit of your agency's commissions from all accounts. Funds are deposited into your operating account or other designated account approximately the 15<sup>th</sup> of each month.

**This is mandatory to participate in the Independent Market Solutions Partnership program.  
Please keep a copy of the completed authorization form for you records!**

### Electronic Delivery of Direct Bill Statements

Your agency will receive their monthly Direct Bill Commission statements via email or fax.

**Note:** *The most efficient way to view and print your agency statements is via our Bankers website at [www.bankersinsurance.com](http://www.bankersinsurance.com). Current month's statements are available after the 15<sup>th</sup> of each month. Prior month's and year's statements can be accessed at any time. For help in accessing these and other agency management tools on our website, please contact our Agency Help Desk at 1.800.627.0000 x4156.*

### Agency Electronic Forms Service

This service enables your agency to receive their agent copies of Bankers documents via email instead of waiting for traditional mail service. ***This service includes all Bankers products – personal, commercial and flood lines.***

### You may select one of 3 ways to receive your output:

- Individually by policy number with no hard copy, allowing you to directly attach the documents to your client file in your management system;
- Packaged by day with no hard copy, allowing you to T-File documents;
- Packaged by day with hard copy via regular mail service – for the agency who wants to verify electronic copies against hard copies before moving to only electronic copies.



**AUTHORIZATION AGREEMENT FOR AUTOMATIC COMMISSION DEPOSITS  
AND PREMIUM WITHDRAWALS**

Agency Name: \_\_\_\_\_ Agent ID #: \_\_\_\_\_

Agency Accounting Email address: \_\_\_\_\_

I hereby authorize Bankers Insurance Group, Inc. and its affiliates to initiate debit entries (withdrawals of premium), credit entries (deposits of commission) and adjustments for any debit or credit entries in error to my account(s) indicated and the depository named below.

**WITHDRAWAL OF PREMIUM:**     **New Checking Account**     **Change of Checking Account**

Bank Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Transmit/ABA No: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Account No: \_\_\_\_\_ Signature: \_\_\_\_\_

**\*\* Please attach a voided check or a copy of a check for account verification purposes.**

**DEPOSIT OF COMMISSION:**     **New Checking Account**     **Change of Checking Account**

Bank Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Transmit/ABA No: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Account No: \_\_\_\_\_ Signature: \_\_\_\_\_

**\*\* Please attach a voided check or a copy of a check for account verification purposes.**

This authority is to remain in full force and effect until Bankers Insurance Group, Inc. has received written notification from me of its termination in such manner as to afford Bankers Insurance Group, Inc. and named bank a reasonable opportunity to act on it.

**If you are changing account(s), do not cancel your previous bank account(s) until your bank account change has been processed. The effective date of all transactions will vary depending on the date this form is received.**

**This section for cancellation of services only:**

**I authorize Bankers Insurance Group, Inc. to cancel my electronic accounting services for premium withdrawals and commission deposits into the bank accounts designated below.**

Account No: \_\_\_\_\_ Account No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For Home Office Use Only:**

3000 First Community Ins. Co.     5000 Bankers Ins. Co.     8000 Bankers Specialty Ins. Co.



Agency Name: \_\_\_\_\_ Agent ID #: \_\_\_\_\_

**ELECTRONIC DELIVERY OF DIRECT BILL STATEMENTS**

I wish to receive my agency statement via email.

Email address: \_\_\_\_\_

I wish to receive my agency statement via fax.

Fax number including area code: ( \_\_\_\_\_ ) \_\_\_\_\_

Authorized by (please print name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AGENCY ELECTRONIC FORMS SERVICE**  
(available for all Bankers products)

**Please send our files as:**

- Emailed Electronic PDF files only (no hard copies mailed) by policy number
- Emailed Electronic PDF files only (no hard copies mailed) packaged by day
- Emailed Electronic PDF file (packaged only) and mailed hard copies
- Mailed hard copies only

Email address to receive PDF files: \_\_\_\_\_  
**(must be able to receive large attachments)**

Authorized by (please print name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_