

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: _____

Agency 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

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 # _____

AGENCY AGREEMENT

THIS AGENCY AGREEMENT ("**Agreement**") is entered into between **BONDED BUILDERS INSURANCE SERVICES, INC.** (herein, "**BBIS**"), 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, BBIS 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**"), BBIS, 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. BBIS 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 BBIS within three (3) business days if any Producer appointed through BBIS 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 BBIS 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 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 BBIS's or any Authorized Carrier's name in any advertising without prior written approval by BBIS. 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 BBIS. 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. BBIS 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 BBIS's prior written consent, which may be withheld at its sole discretion.
- 3.3 The Agency shall refund promptly to BBIS, 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 BBIS or any Authorized Carrier, including any reimbursement of fees owed BBIS or any Authorized Carrier for license appointments (including renewals) of any Producers. BBIS 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. BBIS 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 BBIS and the Authorized Carrier until delivered to the Authorized Carrier. The keeping of an account on the books of BBIS 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 BBIS or Authorized Carrier to enforce prompt remittance of the premiums collected by Agency, nor compromise or settlement of account rendered by BBIS 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 BBIS 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 insureds).
- (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 20th 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 BBIS 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 BBIS 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 BBIS, if: (1) BBIS engages in fraud, misconduct, abandons its business, becomes insolvent, or declares bankruptcy, or (2) BBIS materially breaches the terms of this Agreement.
- 5.4 If Agency is solvent and is not otherwise in default in any financial obligation due BBIS 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 BBIS or any Authorized Carrier, in addition to any other remedy it may have: (a) BBIS 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 BBIS 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 BBIS.
- 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 BBIS, 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, BBIS 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 BBIS, 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, BBIS 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 BBIS at any time at BBIS's sole discretion. However, if BBIS terminates access for reasons other than a breach of any term of this Agreement, BBIS will endeavor to provide Agency with sufficient notice to avoid any significant business disruption. Although BBIS 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 BBIS, 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 BBIS 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 BBIS, 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 BBIS 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 BBIS) and shall provide BBIS with a certificate, and upon request a certified copy, of the policy. BBIS reserves the right to verify coverage at any time.

SECTION 10 – CHANGE OF CONTROL

Agency shall notify BBIS 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 BBIS 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 BBIS 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 BBIS, 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 BBIS promptly of any claim or suit against it, and to allow BBIS to make such investigation, settlement or defense thereof as BBIS deems prudent.

SECTION 12 – MISCELLANEOUS

12.1 All materials furnished by BBIS or any Authorized Carrier to Agency under this Agreement, including Confidential Information (“**Materials**”) shall remain the property of BBIS or the Authorized Carrier (as applicable). Materials shall be returned to BBIS or the Authorized Carrier upon request or upon termination of the Agreement, and Agency shall indemnify BBIS 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 BBIS. 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 BBIS 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 BBIS 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 BBIS, 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 BBIS or the Authorized Carriers deem necessary to satisfy themselves that it has complied with federal and state requirements. Agency agrees to cooperate with BBIS, the Authorized Carriers and anyone acting on their behalf, as the background checks are conducted.

12.7 Agency and BBIS shall act as independent contractors and be free, within the prescribed underwriting guidelines of BBIS 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 BBIS 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**”), BBIS 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 BBIS at **11101 Roosevelt Blvd N, St. Petersburg, FL 33716, Attention: General Counsel** (or such other address of which BBIS shall have given notice in accordance herewith), and to Agency at the last known address on file with BBIS.

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 BBIS:

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)

BBIS SIGNATURE

BY: _____ (Signature) _____ (Title) _____ (Date)

FOR HOME OFFICE USE ONLY

Agency Code: _____ Rep Code: _____ Contract Effective Date: _____

New Agency Book of Business Transfer



Agency #

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?

State National Insurance Company Commission Schedule

Agency: _____

Agency Code: _____

New Appointment Amendment Effective Date: _____

Authorized State(s): _____

Commercial (COMM)

Product	Commission	Pay Method
Contractors General Liability New & Renewal Business	12%	DB

Commissions shall be payable, and this Commission Schedule may be amended, in accordance with Section 3 of the Agency Agreement.

PRODUCER LICENSING INFORMATION FORM

Agency Name: _____ Agency Code: _____
(Company Use Only)

Agency Address: _____

City/State/ZIP: _____ County: _____

Individual's Legal Name: _____ Date of Birth: _____

License Number: _____ License Type: _____ Social Security #: _____

Work 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 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, Bonded Builders Insurance Services, Inc. (BBIS), a subsidiary of Bankers Insurance Group, Inc. (BIG), intends 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, BBIS, BIG and/or any appointing insurers. 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, BBIS 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 Bonded Builders Insurance Services, Inc, 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.**

Print or type See Specific Instructions on page 2.	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.

Sign Here	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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.