



P. O. Box 600009
Dallas, Texas 75360-0009

Telephone: 214-750-5683 or 866-750-5690
Fax: 214-750-5604 or 866-750-5604

PRODUCER PROFILE & DATA SHEET

Producer Name:		Date:	
D/B/A Name:			
Mailing Address:	City:	St:	ZIP:
Physical Address:	City:	St.:	ZIP:
Telephone No.:	Fax No.:		
E-mail:	Web address:		
Are there additional locations? YES NO		If YES, should they be assigned separate numbers? YES NO <small>(Please list separately on back if separate numbers are to be assigned)</small>	
Is Agency?:	Sole Proprietor	Partnership	Corporation
Federal Tax ID No. <i>or</i> SS #:			
Years in business:	Years licensed:		

OFFICE STAFF

Office Manager:	Accounting:
Solicitors:	CSR'S:
Others:	

OWNER/PRINCIPAL/OFFICER INFORMATION

Name:	DOB:	SS No.:
Home Phone:	Years Licensed:	TDI No.:
Expiration Date:		
Home address:		
If additional owners, principals or officers please list separately on back.		

Errors and Omissions Information (attach copy of Declaration page)

Carrier Name:		
Limit/Aggregate: \$	/ \$	Deductible: \$
Expiration Date:		

Market Information

TOTAL AGENCY VOLUME: \$		
Carriers Represented	Annual Volume	Since
1.	\$	
2.	\$	
3.	\$	
4.	\$	

Lines Written

Personal:	%	Commercial:	%
Automobile:	%	Automobile:	%
Homeowner:	%	General Liability:	%
Mobile Home:	%	Package:	%
Other:	%	Other:	%
Life:	%		

SEE REVERSE SIDE

COMPUTER INFORMATION

Comparative Rater: ITC QQ OTHR NONE	Computer type: IBM/Compatible OTHR NONE
Is your system on a network? YES NO	If on a network, how many stations?
Internet Service Provider:	

MISCELLANEOUS INFORMATION

Have any companies/MGA's canceled your appointment during the last 2 years? YES NO
If yes please list date and reason for this action.

Have you had disciplinary action taken against your agency by the TDI in the last 5 years? YES NO
If yes please explain under "REMARKS" below.

SIGNATURES

I have read the above and to the best of my knowledge, the information provided is true and correct. I understand that according to the Fair Credit Reporting Act, E Underwriters, Inc., or its assigns has the right to routine verification of information pertinent to the acceptance of appointment and/or agreement, which may include a investigative consumer report. Upon written request, E Underwriters, Inc. will disclose in writing the nature and scope of the investigation if requested, is such a report is procured.

x

Agent/Principal	Agent Signature	Date
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ATTACH THE FOLLOWING:

- COPY OF AGENT LICENSE (if partnership or corporation attach a copy of each individual license).
- COPY OF CURRENT AGENT E&O DECLARATION PAGE.

SUBMITTED BY:

x

Marketing Representative Signature	Date
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REMARKS/ADDITIONAL INFORMATION



AGENT APPLICATION - ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

New Change Cancel Effective Date: ____/____/____

Agent Information:

Name of Agency: _____

Name of Licensed Agent: _____ Agency Code: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Accounting Information – Checking Account Only:

Financial Institution: _____

Nine (9) Digit Routing Number: _____ Account Number: _____

(Please take the routing number and account number from a check, not a deposit slip)

- I understand that I may cancel this authorization at any time. To cancel it, I must give notice to the Company in writing. My cancellation will become effective when the Company received my written notice of cancellation and has a reasonable period of time upon which to process the change
- I understand that a new authorization form must be completed in order to designate a change in bank account number.

EFT Authorization:

I hereby authorize .e-Underwriters, Inc. to initiate both debits and credits to/from the Agents account as described above as a result of insurance transactions between .e Underwriters and the Agent.

Signature: _____ Date: ____/____/____

Print Name: _____

You must attach a voided check imprinted with your name and account number.

Attach Voided Check here.



PRODUCER'S AGREEMENT

DEFINITIONS:

When referred to herein the COMPANY is the insurance company that has furnished policies of insurance to the Managing General Agent and whose policies of insurance are issued by the licensed, contractual Managing General Agent, who is one of the two parties to this agreement.

When referred to herein the Managing General Agent (M.G.A.) is the licensed, contractual Managing General Agent that is one of the parties to this agreement and who has furnished by the company the insurance policies to be issued in connection with this agreement.

When referred to herein the PRODUCER is the licensed agent that is the other party to this agreement and who is the representative of the applicants for insurance to the M.G.A. for consideration.

The parties to this agreement are: _____

doing business as _____

whose address is _____

(herein called Producer) and .e Underwriters, Inc. whose address is P. O. Box 600009, Dallas, TX 75360-0009 (herein called M.G.A.)

Whereas, the PRODUCER desires to submit applications from time to time for his clients for various insurance coverage's through the facilities of the M.G.A. and,

Whereas, the M.G.A. desires to make its facilities available to the Producer in cases where the terms are mutually agreeable,

1. **RISK SELECTION & PLACEMENT:**
 - a) M.G.A. shall be the sole judge of the acceptance of any risk and shall incur no liability for failure to place any risk.
 - b) M.G.A is not an insurer and does not guarantee the financial condition of insurers with whom it may place risks.
 - c) M.G.A shall have no liability for losses under contracts of insurance placed by it whether due to the insolvency of an insurer or otherwise.

2. **AUTHORITY OF PRODUCER:**
 - a) PRODUCER shall have full power to:
 - i) Receive and accept applications for insurance covering only such classes of risks and in such amounts as M.G.A. may so authorize PRODUCER to accept.
 - ii) Collect premiums from insured's or applicants for insurance submitted by PRODUCER to the M.G.A.
 - b) PRODUCER shall promptly forward to the M.G.A. all information pertaining to any application or policy in force, as well as all other evidences of intent to insure or to modify existing policies. Notice to PRODUCER of change in a risk or loss does not constitute notice to M.G.A. or the insurer(s).
 - c) PRODUCER shall have no authority not specifically authorized in this Agreement, and PRODUCER shall have no authority to extend the time for payment of any premium or to change, alter, vary or waive any of the terms, requirements or conditions contained in any application or policy.
 - d) PRODUCER has no authority to accept or bind risks on behalf of M.G.A. or any insurer(s) represented by M.G.A. except when authorized in writing. Written authorization shall include such binding instructions relating to specific insurance programs in underwriting and/or rate guides published and distributed by the M.G.A. and in effect at the date the policy is issued.
 - e) PRODUCER has no authority to handle claims other than to notify M.G.A. of their occurrence which PRODUCER undertakes to do immediately upon his knowledge of same.

- f) PRODUCER has no authority to cancel coverage's provided through M.G.A. All request for cancellations are to be submitted in writing to M.G.A. in form acceptable for cancellation under the policy conditions.
 - g) PRODUCER has no authority to accept referrals of any business for another agent without specific written authorization from the M.G.A. Should the PRODUCER violate this prohibition of accepting referrals of any business for or with some other agent without notice to and agreement of the M.G.A. such an act shall constitute and accomplish immediate cancellation of the Agreement with full and unlimited liability to the PRODUCER thereof on any such insurance.
3. CANCELLATIONS:
- a) M.G.A. shall have the right to cancel or modify any insurance contract in accordance with its terms and conditions and if M.G.A. elects to do so, PRODUCER shall remain obligated to pay M.G.A. the earned premium thereon less PRODUCER'S earned commission.
 - b) No policy or binder will be canceled flat unless acceptable evidence for cancellation is received prior to the effective date of the policy or binder, and prior to issuance of the policy by the M.G.A.
 - c) Notwithstanding the return of an original policy for cancellation, cancellation will not be effective until sufficient time has elapsed for proper notice to mortgagees, loss payees, certificate holder, public service regulatory bodies, etc., in cases where such notice be required.
 - d) Cancellation, unless requested by M.G.A. will be computed on Standard Short Rate Tables or in accordance with Policy Provisions.
4. PRODUCER IS AN INDEPENDENT CONTRACTOR:
- a) The PRODUCER shall be free to exercise his judgment as to the persons solicited and the time, manner, means, and places of solicitations.
 - b) PRODUCER is not the employee, agent, or authorized representative of M.G.A. or, unless legally appointed, of any insurer(s) represented by M.G.A.
 - c) M.G.A. shall not be responsible for any expense of PRODUCER whatsoever, whether arising out of this Agreement, or not, or incurred in any connection with this Agreement.
5. EXPIRATIONS AND RENEWALS:
- a) M.G.A. expressly recognizes PRODUCER'S independent ownership of the policy expirations covered by this Agreement and PRODUCER shall retain ownership of these expirations during and after the termination of this Agreement. The M.G.A.'s records or knowledge of names of insurers and expiration dates shall not be communicated or referred by M.G.A. to any other agent, broker, or person. However, in the event of termination of this Agreement, the PRODUCER being in default and failing to properly account for and pay all sums for which he may be liable the M.G.A.'s records, use, and control of expirations shall be vested in M.G.A.
 - b) M.G.A. will use its best efforts to give the PRODUCER reasonable advance notice of the expiration of all policies, but failure of M.G.A. to provide such notice shall not render M.G.A. liable.
 - c) At renewal of any Policy issued by the M.G.A, PRODUCER shall be responsible to the insured for the renewal or replacement of the Policy and shall timely communicate any renewal quoted from the M.G.A. to the insured to preclude the extension of coverage beyond the expiration date of the Policy.
6. WARRANTY & HOLD HARMLESS AGREEMENT:
- a) PRODUCER warrants that he is properly licensed for the classes of business to be conducted and the coverage's of insurance to be procured through the facilities of M.G.A. and that all placements with M.G.A. will be made in compliance with the Insurance Code of the State of Texas.
 - b) In the event M.G.A. shall have to institute any lawsuit to enforce the obligations assumed by PRODUCER in this Agreement the undersigned PRODUCER (and if more than one, jointly and severally) agree to indemnify and hold harmless from all costs, expenses, judgments and attorney's fees incurred by M.G.A. in connection with any such lawsuit.
 - c) Except as otherwise provided in Section 6b above, with regard to each party's obligation pursuant to this Agreement, such party hereby holds the other harmless from, and shall indemnify the other party and provide legal defense to or for the other party for any and all claims, damages, liabilities, and expenses including compensatory damages; punitive or exemplary damages, attorney's fees; cost of litigation; and interest on judgment, award, or settlement actually and reasonably incurred as a result and to the extent of that party's acts or omissions, whether inadvertent, accidental, negligent, or intentional. For purposes of this section only, the term "party" includes officers, directors, employees, agents, and representatives.
7. COMPENSATION:
- Subject to compliance by the PRODUCER with the terms and conditions of this Agreement, the company will pay and the PRODUCER will accept as full compensation for business placed with and accepted by M.G.A., a commission on each policy written and paid for under this Agreement at a rate of commission from time to time determined by M.G.A.
8. SPECIAL FEES:

All special fees, policy fees, charges, or expense constants charged in addition to premium on policies or endorsements are to be regarded as fully earned at the time of the inception of the policy or endorsement. The obligation of PRODUCER to pay such amount shall be the same as if they were premiums, except that no commission will be allowed upon such amounts unless specifically authorized by M.G.A. in writing.

9. PAYMENT OF PREMIUMS:

- a) Gross premium payment will accompany each application unless otherwise instructed.
- b) PRODUCER specifically agrees that any extension of credit by him to his client or to any other person is solely at his own risk.
- c) PRODUCER shall pay M.G.A. all sums due M.G.A. when due, whether or not he has collected such moneys from others who may owe it to him. Furthermore, PRODUCER recognizes that in agreeing to pay M.G.A. he does so as an original undertaking on his own part and not as guarantor of surety of another's obligation.
- d) Notwithstanding any other provision of this Agreement, all premiums collected by PRODUCER for insurance procured under this Agreement are trust funds and property of the M.G.A. and PRODUCER is acting as a fiduciary under this Agreement. Those funds shall not be used for any personal or business purpose whatsoever, but shall be held until remitted or disbursed in accordance with terms of the Agreement.
- e) The PRODUCER shall keep true and complete records of all transactions involving business under this Agreement for Five (5) Years and shall permit M.G.A.'s representatives the right to examine these records, accounts, vouchers, and correspondence during normal business hours.
- f) If a return premium becomes due under any policy, M.G.A. will refund to the insured or appropriate party such return premium pursuant to the Texas Insurance Code. PRODUCER shall remit to the M.G.A. all unearned commissions due based on the return premiums at the same rate at which such commissions were originally paid to PRODUCER or retained by PRODUCER.
- g) Premiums, as used herein, shall include premium arising out of any agreement of insurance including policies, or binders and shall include commission.

10. SECURITY AND PAYMENT:

- a) M.G.A. shall have the right to offset any amounts due M.G.A. from PRODUCER against amounts due PRODUCER by M.G.A.
- b) In the event M.G.A. receives an insufficient funds check from PRODUCER, M.G.A. may elect to deem insufficient funds check as breach of contract, which may result in the cancellation of said PRODUCER'S Agreement. M.G.A. at its discretion may elect to process any new or renewal business applications from PRODUCER and requests for endorsement of policies in force only if accompanied by a cashier's check, certified check or cash for the gross premium due until such time that PRODUCER pays in full the obligation covered by the insufficient funds check. PRODUCER is liable for a \$25 NSF fee for each and every NSF PRODUCER check and/or ACH Rejection received by MGA.

11. VALIDITY AND PERFORMANCE:

The obligations and undertakings of each of the parties to this Agreement shall be performable Dallas County. PRODUCER agrees to pay to M.G.A. at its home office in Dallas, Dallas County, Texas, all sums of money which may become payable to M.G.A. under this Agreement. If PRODUCER is a non-resident of the State of Texas, PRODUCER herein recognizes that this agreement is with a resident of the State of Texas and is, therefore, performable by PRODUCER in the State of Texas. PRODUCER, if a non-resident of the State of Texas, designates the Secretary of the State of Texas as his, its, or their true and lawful attorney upon whom service of process may be made in connection with any suit brought against the PRODUCER by M.G.A. to enforce the terms of this Agreement. The rights, duties, and obligations of the parties of this Agreement to such extent as they are not dealt with specifically or by necessary implication in this instrument shall be in accordance with the custom and usage's prevailing in the surplus lines and special risks insurance business in the City of Dallas, Dallas County, Texas.

12. TERMINATION OR AMENDMENT OF AGREEMENT:

- a) This Agreement supersedes all other Agreements between M.G.A. and PRODUCER and shall be binding upon and inure to the benefits of the parties, their respective heirs, representatives and successors and shall continue in force until terminated by mutual agreement of the parties or by one of the parties giving thirty (30) days written notice of termination to the other, subject to statutory requirements.
- b) Except for unilateral amendments by M.G.A. to the Commission Schedule, this Agreement may not be altered or modified, except in writing, signed by both parties hereto.
- c) If PRODUCER is a partnership, the death, withdrawal, or addition of one or more partners shall not terminate this Agreement, but it shall continue to be binding as between M.G.A. and the partnership as then constituted. If PRODUCER is an individual and takes one or more partners, this Agreement shall not terminate but shall be binding upon each and all of the members of such partnership.

- d) This Agreement shall terminate immediately without notice if any public authority cancels or declines to renew the license or certificate of authority of PRODUCER or M.G.A. In the event of any cancellation, revocation, suspension or forfeiture of such license PRODUCER shall immediately notify M.G.A. of the complete details thereof, and PRODUCER shall forfeit all commissions, earned or unearned, on policies effective as of such cancellation, revocation, suspension, or forfeiture of license.
 - e) This Agreement shall terminate immediately without notice if the PRODUCER fails to maintain E&O that will adequately cover the business produced thru M.G.A.. If PRODUCER fails to remedy the situation within 15 days, PRODUCER shall forfeit all commissions, earned or unearned, on policies effective as of such cancellation of E&O coverage.
 - f) In event of violation of PRODUCER'S fiduciary responsibility, including insolvency, threat of insolvency, fraud, abandonment, willful, gross or negligent misconduct, this Agreement may be canceled by the M.G.A. at any time thereafter, effective immediately by notice to PRODUCER. In the event of any indebtedness of PRODUCER to M.G.A. all premiums in the hands of PRODUCER or for the collection of which PRODUCER is responsible shall, notwithstanding any provisions herein to the contrary, become immediately due the M.G.A.
 - g) The obligations of PRODUCER to indemnify and hold M.G.A. harmless on any claim arising from failure of the PRODUCER to comply with the terms of this Agreement shall survive termination of this Agreement.
 - h) As provided in Section 2g, this Agreement shall terminate in the event the PRODUCER violates the prohibition of accepting referrals of any business for or with some other agent without notice to and agreement of the M.G.A.
13. NON WAIVER:
- a) If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected hereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - b) Any terms or conditions of this Agreement which are in conflict with the statutes or lawful regulations of the state wherein business is written are hereby amended, without notice, to comply with such statutes and regulations as from time to time governing.
 - c) Any Failure of M.G.A. to take advantage of any breach by the PRODUCER of the terms, conditions, provisions, or limitations of this Agreement shall not be deemed to constitute a waiver of subsequent breach of the same terms, conditions, provisions or limitations, or of any right on the part of M.G.A. thereafter to enforce any of the terms, conditions, provisions or limitations of this Agreement.
14. MISCELLANEOUS:
- a) PRODUCER agrees to do everything possible to safeguard the interest of M.G.A. and shall immediately report to M.G.A., with full details, any fact, occurrence, or incident that may result in a claim, loss, or increased risk of loss to M.G.A. The PRODUCER shall forward all claims, suits, and notices of loss and cooperate fully with M.G.A. to facilitate the investigation, adjustment, settlement, and payment of any claim when and as requested by M.G.A. The PRODUCER will assist M.G.A. in the collection of any deductible due from the insured. PRODUCER has no authority to adjust claims or to assign the adjustment of any claim.
 - b) PRODUCER shall timely and completely comply with all laws, rules, and regulations, including all underwriting and other rules of M.G.A. in the conduct of its business under this Agreement and shall not expose the M.G.A. to any claim, litigation, administrative proceeding, fine, or penalty, in whole or in part, from any failure to so comply.
 - c) The rights, privileges, interests, powers, or claims of PRODUCER arising under or growing out of this Agreement are not assignable (by sale or otherwise), and no assignee shall acquire any rights thereto, without the written consent of M.G.A.
 - d) The parties hereto, hereby agree to execute and deliver all such instruments and take all such action as may from time to time be necessary in order to fully effectuate the purposes of the Agreement.
 - e) Any policy forms or other M.G.A. supplies furnished to PRODUCER by M.G.A. shall always remain the property of M.G.A. and all property of M.G.A. shall be returned to it or its representative promptly upon demand.
 - f) This Agreement shall be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.
 - g) Words and phrases shall be read in context and construed according to the rules of grammar and common usage. Words and phrases that have acquired a technical or particular meaning, whether by legislative definition or otherwise, shall be construed accordingly. Words in the present tense include the future tense. The singular includes the plural, and plural includes the singular. Words of one gender include the other gender.
 - h) The heading of the paragraphs of the agreement are a convenience only, and shall not effect its interpretation.
 - i) PRODUCER agrees to maintain professional liability insurance (errors and omissions insurance) in force during the term of this agreement. The minimum limit of insurance required shall be \$300,000. Should the agreement be terminated or cancelled as mentioned in section 12,

PRODUCER agrees to maintain professional liability insurance for a period of at least 12 months thereafter.

15. **ARBITRATION:**

In the event of any dispute between the M.G.A and the PRODUCER under this Agreement which the M.G.A.

and the PRODUCER are unable to resolve, the dispute shall be submitted to arbitration at the request of either party in the following manner:

- a) The party requesting arbitration shall so notify the other party in writing and shall so specify the question or questions to be arbitrated.
- b) Within ten (10) days after the receipt of such notification, the M.G.A. and the PRODUCER shall each select an Arbitrator and give the name and address of such arbitrator to the other.
- c) The two arbitrators shall promptly select a competent and disinterested party as the third arbitrator.
- d) The decision of any two of the three arbitrators so chosen shall be final and conclusive on the M.G.A. and the PRODUCER. The decision shall be in writing and copy thereof given both the M.G.A. and the PRODUCER within thirty (30) days after the date of the request for arbitration.
- e) All arbitration expenses shall be borne equally by the M.G.A. and the PRODUCER.
- f) Each arbitration under the provision shall take place in and be governed by the State of Texas.

16. **INCORPORATED PRODUCER:**

In the event the PRODUCER under this Agreement is a corporation it is agreed that its undersigned corporate officer(s) shall personally guarantee the performance of this Agreement and personally indemnify M.G.A. for any damages or expenses caused by any breach of this Agreement.

17. **CONSIDERATION:**

M.G.A. and the PRODUCER agree that there is good, sufficient and valid consideration for the execution of this Agreement.

18. **M. G. A. AUTHORITY FROM COMPANY:**

While acting as the sole judge of the acceptance of any risk for which an application has been received from the PRODUCER the M.G.A. shall not exceed the authority granted to the M.G.A. in its contractual agreement with the insurance company which it represents.

19. **LICENSE APPOINTMENTS:**

The M.G.A. may recommend license appointment of the PRODUCER to the COMPANY which policies it issues but shall not make license appointments of a PRODUCER on behalf of the insurance company whose policies it issues.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT as of date first below written.

MANAGING GENERAL AGENT:
.e Underwriters, Inc.

ATTEST:

SIGN: _____

BY: _____

TITLE: _____

DATE: _____

PRODUCER:

ATTEST:

SIGN: _____

BY: _____

TITLE: _____

DATE: _____

Substitute Form W-9

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a \$50 penalty imposed by the Internal Revenue Service under section 6723.

Instructions: Complete Part 1 by filling in the row of boxes that corresponds to your tax status and complete Part 2 with your address. Complete Part 3 if you are exempt from Form 1099 reporting. Complete Part 4 by signing and dating the form, and return it to Selective Insurance Company.

Part 1 – Tax Status and Address (complete one row of boxes):

Individual:

Individual's Name	Individual's Social Security Number
_____	____ - ____ - _____

Sole Proprietor:

Business Owner's Name	Business Owner's Social Security Number	Business or Trade Name
_____	____ - ____ - _____	_____

Partnership:

Name of Partnership	Partnership's Employer Identification Number	Partnership's Name or IRS Records (see IRS mailing label)
_____	____ - ____ - _____	_____

Corporation, exempt charity, or other entity:

Name of Corporation or entity	Employer Identification Number
_____	____ - ____ - _____

Part 2 – Address:

Street	City, State, Zip
_____	_____

Part 3 – Exemption: Check here if exempt from Form 1099 reporting, and circle your qualifying exemption reason below.

1. Corporation (medical corporations are not exempt)
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

Part 4 – Certification: I certify under penalty of perjury that the Tax Identification Number I have provided is correct.

Signature: _____

Date: _____