



Dear Producer:

RE: BROKERAGE AGREEMENT

We look forward to working with you! To get started, please complete the following forms and submit them along with the requested documents via email:

- Signed Brokerage Agreement (completed and signed)
- Confidential Producers Questionnaire (completed and signed)
- Copy of E&O Declaration Page
- Copy of Insurance License
- W-9 Form

Once your submission is processed and approved, we will provide you with a counter-signed brokerage agreement.

Respectfully,

Marketing Department

marketing@safeproinsurance.net

SAFETY NET INSURANCE & FINANCIAL SERVICES CORPORATION
CONFIDENTIAL PRODUCER QUESTIONNAIRE

Legal Agency Name: _____

Main Office Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Web Address: _____ Main Email: _____

Total number of producers: _____ Total number of employees: _____ Date agency established: _____

Agency Contact

Name: _____ Position: _____ Email: _____

Name: _____ Position: _____ Email: _____

Agency is a: ☐ Partnership ☐ Sole Proprietorship ☐ Corporation ☐ LLC Other _____

Agency Insurance License # : _____ Federal ID or Soc. Sec. No.: _____

Total Commercial Lines Premium Volume \$ _____	Total Personal Lines Volume \$ _____
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List Carriers with greatest premium volume	Premium	Appointment Date (Year)

List MGAs/Wholesalers with greatest premium volume	Premium	Appointment Date (Year)

Have you or anyone in your agency been sued concerning insurance related activities? ☐ Yes ☐ No

If yes, please explain on a separate sheet and attach to this form.

Has any Error & Omission claims been made in the most recent five years against your agency, officers, partners or owners? ☐ Yes ☐ No
If yes, please explain on a separate sheet and attach to this form.

It is agreed that the statements on this application or any material submitted herewith are true and accurate representation of the applicant and they shall be deemed material to the acceptance of risk(s) from the brokerage by Safety Net Insurance & Fin Svcs and acceptance is done in reliance upon the truth of said representation.

Name (Please print): _____ Title: _____

Date: _____ (Owner or Officer or Partner) Signature: _____

www.safetynetinsurance.net email: marketing@safetynetinsurance.net 800-674-3257

Safety Net Insurance & Financial Services Corporation
DBA in California, Prime Shield Insurance & Financial Services
2445 Otay Center Dr Suite 116-G, San Diego CA 92154 LIC 6010386

Producers Agreement

Parties and Effective Dates

1. This Agreement, effective on _____, 20_____, is between Safety Net Insurance & Financial Services Corporation (“Broker”) and _____ (“Producer”), whose principal place of business is _____ (address). Producer warrants to Brokers that Producer is duly organized and licensed in accordance with applicable law.
2. This agreement supersedes any and all prior agreements and shall apply to policies in force as of the date of this Agreement and all future policies which may be placed through Broker Producer so long as this Agreement remains in full force and effect.
3. This Agreement may be terminated by either party upon thirty (30) days written notice, unless otherwise expressly authorized by this Agreement.

Status of Producer

4. Producer is an independent contractor, and at all times is acting as an agent for and on behalf of the policyholder/insured, and is not an agent of Broker.
5. Broker’s status is that of an independent broker, unless the policy is procured through an Insurer/Company with which Broker has an agency agreement and further if said policy was issued pursuant to and in accordance with the Insurer/Company’s underwriting authority, in which case Broker’s status is that of a general agent of the Insurer/Company.

Conditions of Appointment

6. Producer warrants to Broker that Producer is properly licensed to transact business as an agent or broker in accordance with the applicable law. In the event that Producer’s license status is suspended by the governing Department of Insurance or the Producer is sanctioned by the Department of Insurance for a serious act, the Producer shall give Broker immediate notice of same and this Agreement shall automatically terminate.
7. Producer warrants to Broker that Producer will, at all times, maintain in full force and effect, errors and omissions coverage with policy limits no less than one million dollars. Upon execution of this Agreement, Producer shall provide Broker with proof of said insurance and shall update, as appropriate, proof of errors and omissions insurance during the entire time this Agreement is in force. In the event that Producer’s errors and omissions insurance lapses, Producer shall notify Broker immediately and this Agreement shall automatically terminate.

8. Producer warrants to Broker that Producer will, at all times, maintain current certifications for all employees to which the certification applies, and will comply with any applicable claims regulations set forth by the applicable Department of Insurance.

Limitations in Producer's Authority

9. No authority by Broker is granted, implied or conferred upon Producer to bind coverage, issue endorsements or certificates of insurance or in any other manner make any changes in the terms or conditions of any policy obtained through Broker. Confirmation of coverage shall only be effective if approved in writing by Broker. Endorsements and certificates conveying additions or changes to coverage shall only be effective if approved in writing by Broker. Producer shall provide Broker with copies of any and all proofs of insurance issued by Producer within thirty (30) days of its issuance.
10. Producer has no authority to investigate, settle or otherwise adjust claims, and must immediately report to Broker in writing in the event that Producer is notified of an actual or potential claim. Producer is not authorized by either Broker or Insurer/Company to issue opinions on coverage of any actual or potential claims.
11. In the event that Producer issues an unauthorized or inaccurate document, including but not limited to binders, certificates of insurance or endorsements, or in any other way if Producer exceeds the authority conferred by Producer herein, Producer shall indemnify, hold harmless and defend Broker against any claims, damages, losses and expense alleged against and incurred by Broker.

Limitations in Broker's Responsibilities

12. Broker assumes no responsibility toward any policyholder/insured or Producer with regard to the adequacy, amount or form of coverage obtained through Broker. Broker cannot give legal advice or coverage analysis and assumes no responsibility for coverage decisions made by the Insurer/Company in response to claims submitted on behalf of the insured, and Broker's recommendation regarding certain policy forms or coverage's as proposed in Broker's quotations. Broker's selection of available markets is not to be construed as advice with regard to the adequacy, amount or form of coverage best suitable for the policyholder. In the event that a claim is made against Broker by an insured for failure to procure adequate or sufficient coverage, Producer shall indemnify and hold harmless Broker from and against any claims, damages, losses and expenses, including but not limited to attorney fees, allegedly arising out of or resulting from Producer's failure to procure adequate or sufficient coverage for the insured.
13. Broker shall indemnify and hold harmless Producer from and against any claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from Broker's errors or omissions, but only to the extent that said claim, damage, loss and expense is due in whole or in part by the negligent acts or omissions of Broker.

Premiums

14. Producer accepts full and complete responsibility for the collection and payment of premiums (including but not limited to minimum earned premiums), fees and taxes. Irrespective of whether or not collected from the policyholder/insured, Producer agrees to make full payment to Brokers for all bound policies within thirty (30) days from the policy inception date or the payment date requested on the binder, invoice or endorsement, whichever is earlier, unless accepted for direct collection by the Insurer/Company. Producer's responsibility includes but is not limited to payment for any additional premiums assessed by Audit or Endorsement subsequent to the policy inception date.
15. In the event that Producer does not pay Broker the appropriate premium within the time specified, then Broker is authorized to cancel all policies or certificates for which Broker has not been paid. In the event that Producer collects premium from the insured but fails to pay to or confer upon Broker said premium, Producer shall indemnify, hold harmless and defend Broker and/or the Insurer/Company against any claims alleged against and losses incurred by Broker and/or the Insurer/Company.
16. In the event the policy or certificate is cancelled for nonpayment, Producer agrees to refund commissions on all return premiums at the rate at which such commissions were originally retained.
17. No flat cancellations are allowed unless expressly authorized in writing by the Insurer/Company.
18. Any credit or premium financing extended to the policyholder/insured shall be at the sole risk and responsibility of the Producer.
19. Upon binding coverage, all fees are earned as of the effective date of coverage.
20. Broker hereby authorizes the Producer to deposit any and all premium funds collected by the Producer in banks insured by the FDIC, and held in trust as required by the appropriate Department of Insurance regulations. The interest, if any, which accrues on said funds, shall belong to the Producer, if not prohibited by law.
21. Producer agrees to reimburse the company for all costs and expenses incurred in collecting debts to Broker, including but not limited to, reasonable attorney fees, court costs and third party recovery expense.

Notices of Expiration and Renewal Requests

22. Broker shall give Producer sixty (60) day notice of expiration, and offer to renew or of non-renewal, of all policies written with admitted Carriers and procured through the underwriting facilities of Broker.

23. Producer agrees that it is the Producer's responsibility to properly notify the policyholders/insureds and loss payees of the expiration date of any and all policies written with a non-admitted Carrier through the underwriting facilities of Broker.

General Provisions

24. In the event of any litigation arising out of this Agreement or the obligations and rights of either party conferred by this Agreement, the prevailing party shall recover costs and reasonable attorney fees.
25. Broker shall have authority to audit the Producer's underwriting files that apply to coverage procured through Broker pursuant to this Agreement, upon reasonable notice. In the event that it is discovered by Broker that Producer has exceeded authority conferred by Broker, Broker shall have the right to immediately terminate this Agreement.
26. Producer warrants and represents that Producer will, at all times, comply with all the Insurance Code statutes and regulations in disclosure of its' policy fees, broker fees and commissions to their customer, the policyholder/insured. In the event that Producer fails to do so, and Broker is damaged, fined or penalized as a result, Producer shall indemnify and hold harmless Broker for all damages, fines and penalties. Failure to comply with broker fee disclosure obligations shall also provide a basis for the Broker to immediately terminate this Agreement.

Producer name: _____

Signed this _____ day of _____, 20_____.

(Signature) Authorized representative _____

Safety Net Insurance & Financial Services Corporation

www.safetynetinsurance.net email: marketing@safetynetinsurance.net

Prime Shield Insurance & Financial Services (DBA in CA)

2445 Otay Center Dr Suite 116-G, San Diego CA 92154

Signed this _____ day of _____, 20_____.

(Signature) Authorized representative of _____