



## **Application for Appointment Packet**

Thank you for the interest in Agent's Market Corporation. In order for us to process your request, we need the following information.

- ✓ BROKER INFORMATION SHEET—Completed and signed
- ✓ BROKERAGE AGREEMENT-- Completed and signed
- ✓ W-9 -- Completed and signed
- ✓ COMPETITIVE INFORMATION SHEET
- ✓ COPY OF YOUR E&O CERTIFICATE OR DEC PAGE
- ✓ COPY OF YOUR LICENSE

Email all requirements to: [otorres@agentsmarkets.com](mailto:otorres@agentsmarkets.com)  
SUBMISSIONS TO: [SUBMISSIONS@AGENTSMarkETS.COM](mailto:SUBMISSIONS@AGENTSMarkETS.COM)

Agent's Markets  
P.O.BOX 4505  
  
HIALEAH, FL33014

\_\_\_\_\_ Initials

\_\_\_\_\_ Date



### Broker Information

Agency Name

\_\_\_\_\_

Telephone

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Fax

\_\_\_\_\_

Physical Address:

\_\_\_\_\_

\_\_\_\_\_

Website:

\_\_\_\_\_

Contact:

\_\_\_\_\_

Name

Policy Volume ( in %)

Personal: \_\_\_\_\_

Owner:

\_\_\_\_\_

Name

Commercial: \_\_\_\_\_

Corporation \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

Bond # \_\_\_\_\_

License # \_\_\_\_\_

E&O Policy # \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

(Name of Carrier) (Expiration Date)

Primary Carrier: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_ Initials

\_\_\_\_\_ Date



## PRODUCER AGREEMENT

This AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Agent's Market Corp., a Florida Corporation (hereinafter "Agent's Market") and \_\_\_\_\_ (hereinafter "Producer").

### WITNESS

WHEREAS, Agent's Market and all of its various affiliates and/or subsidiaries represent insurance companies and other similar entities in the placement and writing of insurance and reinsurance generally; and

WHEREAS, Producer requires the services of Agent's Market to place insurance for its clients commonly referred to as insured's; and

WHEREAS, Agent's Market and Producer desire to enter into an Agreement, which includes a commission arrangement, and an understanding of the rights and obligations of each;

NOW, THEREFORE, in consideration of these mutual agreements, the sufficiency of which is acknowledged, it is agreed as follows:

### **SECTION 1. SCOPE OF AGREEMENT**

This agreement governs the relationship between Agent's Market and Producer and is binding upon the parties and their respective heirs, successors and assigns. It is further understood that this Agreement replaces any prior agreement between the parties, constitutes the entire agreement of the parties, and may not be changed or modified unless in writing, signed by the parties.

### **SECTION 2. PRODUCER'S STATUS AND DUTIES**

- a. It is understood that Producer is an independent contractor and not an agent of Agent's Market. Producer has no authority to bind Agent's Market or any insurance company or underwriter represented by Agent's Market.
- b. Producer shall have ownership of the book of business subject to this Agreement. Producer agrees to keep complete records and account of all transactions and will allow

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

Agent's Market to inspect and audit all such records and accounts on seven (7) days notice.

- c. Producer acknowledges its duty to fully inform all clients of the terms, conditions, exclusions and limitations of any insurance placed through Agent's Market. Producer further acknowledges its responsibility to request proper coverage's for its clients, review all quotes, policies and binders for accuracy and keep Producer's clients fully informed.

**SECTION 3. PLACEMENT OF ORDERS**

Producer shall follow all applicable state statues and regulations prior to placing any order for insurance or excess surplus lines insurance with Agent's Market. Coverage may only be bound in writing. Facsimile or email communications are acceptable if signed and originals forwarded on the day of signing to Agent's Market. Receipt of cash with or without application for a policy will not constitute automatic binding coverage for said policy.

**SECTION 4. LICENSING**

Producer warrants that it is properly licensed to sell insurance in its state of domicile, and all other states in which Producer sells insurance, and agrees to act in compliance with all laws and regulations regarding placement of insurance with admitted and/ or non-admitted insurance companies in each such state.

**SECTION 5. PREMIUM PAYMENT**

Producer guarantees payment to Agent's Market of all premiums, earned premiums, including fees and taxes, billed to Producer, on or before the invoice date specified, for all policies placed by Producer, notwithstanding the ability of Producer to collect premiums from the insured and without regard to any financing agreement. If Producer does not pay Agent's Market within the time specified, Agent's Market is authorized to cancel any certificates or policies for which Agent's Market has not been paid, and Producer agrees to pay the earned premium on such canceled documents.

**SECTION 6. CANCELLATION**

There shall be no flat cancellation of any insurance coverage bound and/or written at the request of Producer under any circumstances, except as prescribed by state law. All coverage effected by Agent's Market at the request of Producer are submitted with the understanding that they are not subject to flat cancellation, and will be canceled in accordance with the policy issued and the insurance carrier's procedures. In consideration of the commission allowed to Producer on all premiums and additional premiums, the Producer agrees to refund commission on all returned premiums at the same rate at which such commission was originally paid.

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

**SECTION 7. ACCOUNTING**

Producer will pay in accordance with terms provided by Agent's Market invoices provided to Producer. The payment must be mailed in time to reach our office no later than the date indicated on each invoice. When a discrepancy exists in accounting between Producer and Agent's Market, it shall be Producer's responsibility to notify Agent's Market, in writing, within 10 days from receipt of invoice, or within 15 days from the month end of policy(ies) effective date, whichever shall occur earlier, of amounts in variance with Agent's Market records. If no written notice is received by Agent's Market within this period of time, Agent's Market's accounts will stand as correct and agreed to by Producer.

**SECTION 8. CLAIMS AND REPORTS OF LOSSES**

Producer agrees to report, immediately upon receipt, any claim, loss or possible claim or loss it has knowledge of, in writing, to Agent's Market, and to immediately report, in writing, any fact, occurrence, or incident that may result in a loss or claim, under any policy of insurance placed through Agent's Market. Producer does not have authority to adjust, handle, investigate or provide coverage opinions regarding any claim, loss or occurrence.

**SECTION 9. ADVERTISING**

Producer may not, without the express written consent of Agent's Market, issue, print or circulate any letter, pamphlet, advertisement, publication or statement, oral or written, referring in any way to Agent's Market or representing any relationship of any kind between Producer, Agent's Market or any market represented by Agent's Market. Producer specifically agrees to indemnify Agent's Market for any loss, legal fees, or other expense it may sustain from any unauthorized advertisement, publication or statement by Producer.

**SECTION 10. INDEMNITY AGREEMENT**

Producer shall indemnify and hold Agent's Market harmless from and against any and all claims, suits, actions, judgments, loss or expense Agent's Market may incur or become obligated to pay as a result of any act, error, omission, negligence or breach of this Agreement by Producer, including, but not limited to, any failure of Producer or any of its agents, servants or employees to act, except to the extent that Agent's Market has caused, exacerbated or contributed to such error.

Each party shall promptly provide written notice to each other party of any claimed obligation of the other party arising under this indemnification provision.

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

**SECTION 11. ERRORS AND OMISSIONS INSURANCE**

Producer agrees to maintain, at all times this Agreement is in effect and for one (1) year after termination, errors and omissions coverage for itself and its agents, solicitors, servants and employees in an amount not less than \$1,000,000. A copy of the policy or confirmation of coverage will be submitted annually to Agent's Market. This agreement will terminate automatically in the event Producer fails to provide the required confirmation of coverage.

**SECTION 12. TERMINATION**

This Agreement may be terminated at any time by either party upon written thirty (30) days notice mailed to the last known address of the other party. Termination of this agreement will not affect the provisions of sections 4, 5, 6, 7, 8, 9, 10, 11 and 13 with regard to any policy of insurance placed through Agent's Market during the term of this agreement or any prior or subsequent agreement between the parties.

**SECTION 13. JURISDICTION**

Jurisdiction, Choice of Law and Venue. This Agreement shall be governed and construed in accordance with the laws as of the State of Florida. It is agreed that venue for any and all disputes will be in a State Superior Court or a Federal District Court located in Miami-Dade County, Florida.

**SECTION 14. SAVINGS CLAUSE**

The invalidity or unenforceability of any provision of Agreement shall not affect the other provisions hereof, and Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**SECTION 15. ATTORNEY'S FEES AND COSTS**

In the event of any litigation between the parties, the prevailing party shall be entitled to an award of attorney's fees and costs, including those incurred during an Appeal.

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSED BY:** (2 Signatures)

\_\_\_\_\_  
\_\_\_\_\_

**PRODUCER**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(For partnerships)

**WITNESSED BY:** (2 Signatures)

\_\_\_\_\_  
\_\_\_\_\_

**Agent's Market**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ Initials

\_\_\_\_\_ Date





**Commission Schedule**

Agent Name: \_\_\_\_\_

Agent Address \_\_\_\_\_

This ADDENDUM, effective \_\_\_\_\_, is hereby attached and made a part of the Agency Agreement dated \_\_\_\_\_.

You shall be authorized to write coverage's in accordance with the underwriting guidelines communicated by us and our authorized representatives. You will accept and we will pay as full compensation, for all services rendered under this Agency Agreement, the percentage of commissions specified below:

**Commission will be paid:**

On any premium received by us and recorded by us, subject to an offset by us, of any return commission(s) due from you, or any premium written by you and recorded by us, subject to an offset by us, of any return commission(s) due from you.

Commissions will not be paid on the policy fee or state mandated taxes and surcharges. Commissions will not be paid on the installment fee. Premiums are to be remitted in gross.

Commissions will be paid to you within thirty (30) days after the end of the month in which such premiums are recorded by us, subject to deduction by us of any return commissions due from you with your monthly production statement. Monthly **Commission Statements** will reflect the composite of all transactions on all new policies issued monetary endorsements, cancellations additional premiums, and renewals.

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

Unearned Commissions as a result of cancellations or endorsements resulting in return premium will be deducted from the monthly commission check sent to you.

You shall refund to us Commissions on cancelled policies and on reductions in premiums at the same rate Commissions were originally earned whether such action is taken during the continuance of this Agency Agreement or after termination.

**AGENT:**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

**AGENT'S MARKETS**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Competitive Information Sheet

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

Contact Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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Commercial Carriers you represent directly or through a GA/MGA

Carrier Name	Volume
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____

Producer Name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer Service Rep Name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Marketing Rep Name:

\_\_\_\_\_  
\_\_\_\_\_

Email address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Initials

\_\_\_\_\_ Date

Programs or types of Business you specialize in? (So we can assist you with programs)

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\_\_\_\_\_ Initials

\_\_\_\_\_ Date