



PRODUCER PROFILE

Name of Agency: _____

Mailing Address: _____

Physical Address: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____ Website: _____

FEDERAL ID or Social Security #: _____

Agency License #: _____ Issue Date: _____ Expiration Date: _____

BACKGROUND

Year business established: _____ Date Incorporated: _____

During the past 5 years has the firm been acquired or merged with another firm or has the firm changed names?

Yes No. If yes, reason: _____

Is the Producer engaged in, owned by, associated with or controlled by any other business interests?

Yes No. If yes, name of firm: _____

PRINCIPALS AND LICENSED PERSONNEL

<u>Name of Principal(s)</u>	<u>Position</u>	<u>% of Ownership</u>	<u>Years at Agency</u>	<u>Email address</u>

<u>Name - Licensed (attach separate sheet if necessary)</u>	<u>License Number</u>	<u>Years Licensed</u>	<u>Years at Agency</u>	<u>Email address</u>

AGENCY QUESTIONNAIRE

Are you a (check all that apply): Surplus Lines Agent MGA Wholesaler Subsidiary Retail Agency Only
 (if applicable): Surplus Lines License # _____ Issue Date: _____ Expiration Date: _____

Do you accept and commercial business from other agents (double brokering)? Yes No. If yes, GWP _____%

Are you a subsidiary of any "parent" company or entity? Yes No. Firm is _____% Retail _____% Wholesale

Have any carrier contracts been terminated or non-renewed by you or with your agency in the past 24 months?
 Yes No. If yes, name of the company and reason for termination(s): _____

Does your agency have any balance due companies that are over sixty (60) days? Yes No. If yes, explain:

List of current MGA's or wholesalers you do business with: _____

Do you write business outside your State? __Yes __No. Non-resident #/States: _____

List the Five (5) largest companies in rank by premium	Approximate Volume	Loss Ratio

FINANCIAL

Accounting address, if different. _____

Contact: _____ Email: _____

Indicate E & O Carrier (attach a copy of Declarations Page)

Company: _____ Limit: _____

Policy #: _____ X-date: _____

How many E & O claims have you or your agency had in the past 5 years? If any, describe below _____

Has any E & O insurance ever been cancelled or increased due to claims activity/poor loss results? Yes No.
 If yes, what years? _____

Has anyone in your company been under investigation, received disciplinary action or convicted by any regulatory body with respects to unfair business practices, deceptive trade practices, insurance fraud or other violations?
 Yes No. If yes, explain: _____

Any pending or threatened litigation or judgments in the past 5 years exceeding \$10,000 against the agency or any principals? Yes No. if yes, describe: _____

The Fair Credit Reporting Act Public Law 91-508 requires us to disclose to the prospective producer, that as part of our routine procedure, the Company may inquire as to the character, general reputation, personal characteristics and mode of living of said prospective producer. This information will be obtained through a regular reporting company, usually the Retail Credit Company.

THE UNDERSIGNED HEREBY DECLARES THAT THE ANSWERS GIVEN WITH RESPECT TO THE FOREGOING QUESTIONS ARE TRUE, COMPLETE AND ACCURATE WITH NO MISREPRESENTATIONS, OMISSIONS OR ANY OTHER CONCEALMENT OF FACT. I FURTHER UNDERSTAND THAT ANY INFORMATION PROVIDED IN THIS PROUDCER PROFILE WILL BECOME PART OF THE PRODUCER AGREEMENT, IF APPROVED.

X _____
Producer Authorized Signature

Title: _____

Type/Printed Authorized Signature

Date: _____

Note: Please email completed questionnaire, broker agreement, copy of current E&O, resident license and non-resident license for all other writing states to: agencyappointments@parkwoodmanagers.com. Your application will be reviewed for approval. If approved, you will be assigned an agency code and will be notified by email.

Thank you for doing business with Park Wood Managers, LLC.

*****Please attach a copy of your agency errors and omissions policy declaration page. A minimum of a \$1,000,000 limit is required to be approved as a Park Wood Managers, LLC Producer.*****

Park Wood Managers, LLC

Richardson TX 75080
(888)546-3753

PRODUCER AGREEMENT

This agreement is entered this _____ day of _____, 20____ by and/or between Park Wood Managers, LLC herein after referred to as "PWM" and _____, an individual, partnership, corporation, registered firm, producer or agency, hereinafter referred to as PRODUCER.

Witnesseth that:

Pursuant to the request that the insurance markets and underwriting facilities of PWM be made available to the undersigned as a PRODUCER, PWM hereby grants authority to PRODUCER to receive proposals for contracts of insurance covering risks applicable to such insurance markets and underwriting facilities subject, however, to any restrictions placed upon such PRODUCER by the laws of the state or states in which such PRODUCER is authorized to write insurance business and to the terms and conditions hereinafter set out.

It is hereby agreed between PWM and PRODUCER as follows:

1) LICENSING

ALL PRODUCER'S, owners, staff members and solicitors involved in the processing of insurance accounts of behalf or PWM hereby warrants PWM that they are properly licensed to transact business in accordance with the state law and regulatory agencies of the PRODUCERS home state and/or any state in which the PRODUCER transacts business. Evidence of these required license(s) may be requested in writing periodically by PWM and failure to provide such evidence may result in immediate suspension or cancellation of this agreement.

2) PAYMENT OF PREMIUMS

PRODUCER accepts full and entire responsibility for the collection and payment of all premiums (including minimum earned premiums), countersignature fees and resulting charges required by any state, or any other applicable fees and taxes; and PRODUCER agrees to make full payment to PWM under the terms and conditions in place at the time of binding.

To affect the binding of an account with PWM, PRODUCER agrees to request same in writing and agrees that they are responsible for any earned premiums incurred in absence of furnishing deposit in accordance with the "Guarantee of Payment" provision of this agreement. All premiums will be rendered on a Monthly Statement basis for all items billed within the preceding month and due by the twentieth of the month. This provision applies only to companies that bill PWM on a similar statement basis. For companies that bill PWM on an invoice basis payment terms will be specified on the invoice or quote with the balance due PWM within the number of days stated. PWM's failure to strictly enforce payment terms on any particular policy will not constitute a waiver of its right to cancel any policy at any time for failure to receive funds within the time allowed by this agreement.

3) FINANCING OF PREMIUMS

The PRODUCER shall forward to PWM upon receipt, or upon the PRODUCER's knowledge thereof, all correspondence or notices with relation to the financing or proposed financing of premiums by any policyholder. The PRODUCER shall not accept premium financing on policies for which the premium is short-term or short-term minimum earned.

The PRODUCER is not and shall not hold itself out as an agent of PWM or the Insurance Company for the purpose of obtaining premium financing and agrees to hold PWM harmless from any responsibility for payment to the premium finance company, and further agrees that financing arrangements do not diminish the

responsibility for the timely payment of premiums by PRODUCER to PWM. PWM or any Insurance Company represented by them reserves the right to refund premiums directly to the premium finance company upon cancellation of a policy(ies). The PRODUCER shall refund applicable commission to the premium finance company or PWM in the event of cancellation of a policy(ies).

4) **GUARANTEE OF PAYMENT**

In consideration of PWM accepting business from PRODUCER, PRODUCER guarantees payment to PWM of all earned premiums including but not limited to deposits, audits, and endorsements on all policies of insurance placed by PRODUCER with PWM except as noted in section 5. PRODUCER agrees to pay PWM a return commission on all returned premium adjustments at the same rate that was originally applied to such coverage. PRODUCER understands that PWM, without limitation of its other rights and remedies, reserves the right to cancel any policy for non-payment of premium.

PRODUCER further guarantees that they will be responsible for any extension of credit to PRODUCER's client or any other person.

5) **UNCOLLECTIBLE ADJUSTABLE PREMIUMS**

Additional premiums that have been determined by annual or interim audits and/or retrospective rating adjustments are fully earned on the last date that coverage was in effect. PRODUCER can be relieved of responsibility for the collection of such premiums if within thirty (30) days from the date of PWM's invoice, PRODUCER notifies PWM in writing that the PRODUCER has made diligent efforts to collect such premiums but is unable to do so and PWM is subsequently relieved of its responsibility to the carrier. PRODUCER waives any right to commission payment under this provision if premiums are subsequently collected by PWM.

6) **RESPONSIBILITY OF PRODUCER**

The PRODUCER, in placing business under this Agreement, recognizes that he is a representative of the insured and not the agent or authorized representative of PWM or its underwriters. PRODUCER understands that in providing insurance coverages, PWM is relying upon the accuracy of information provided by insured through PRODUCER and submitted to PWM. It is the responsibility of PRODUCER to disclose to PWM the existence of any conditions which they are aware of that may affect the insurability of the insured. Further, it is the responsibility of PRODUCER to inform PWM as to the type and amount of insurance coverages to be considered for quotation. PWM assumes no responsibility toward PRODUCER, insured, sub producer, or any other party with regards to the adequacy, amount or form of coverage obtained through any insurance carrier.

PRODUCER further agrees that it has sole responsibility for the content and accuracy of any PRODUCER certificate of insurance issued on any business placed by PRODUCER through PWM and that the filing of any such PRODUCER certificate of insurance with PWM does not constitute a request to change any policy terms and conditions. It is further agreed that PWM's failure to respond to inaccuracies on such PRODUCER certificates of insurance will not constitute approval or acquiescence of such inaccuracies.

7) **MUTUAL INDEMNIFICATION**

PWM agrees to indemnify and hold harmless PRODUCER and any affiliated company, their officers, directors, employees and agents, from and against any and all claims, damages, or liabilities, including reasonable attorney's fees, costs and other expenses incurred by PRODUCER arising directly from any acts, omissions, or breach of this Agreement by PWM. In addition, PRODUCER agrees to indemnify and hold harmless PWM and any affiliated company, their officers, directors, employees and agents, from and against any and all claims damages, or liabilities including reasonable attorneys' fees, costs and other expenses incurred by PWM arising directly from any acts, omissions, or breach of this Agreement by PRODUCER.

8) **CONTROL OF EXPIRATIONS**

The PRODUCER having accounted for and paid over all premium for which it may be liable, the PRODUCER's records and the use and control of expirations shall remain the property of the PRODUCER and left to his undisputed possession and control.

9) **TERMINATION**

In the event of termination of this agreement, if PRODUCER shall have promptly accounted for and paid over premiums for which PRODUCER may be liable, PRODUCER's records and use and control of expirations shall remain the property of PRODUCER and be left in PRODUCER's undisputed possession. However, if PRODUCER shall not have accounted for and paid over all premium for which PRODUCER may be liable, such records and use and control of expirations as to all insurance tendered to and accepted by PWM shall immediately vest in PWM, which shall have the right to immediately demand and receive physical delivery of all, records and other materials pertaining to such expirations. Such vesting in PWM shall be limited to the obligation due PWM by the PRODUCER and shall be in addition to all other rights which PWM may have under the terms hereof, including the right to a full accounting and payment of all premiums due hereunder.

10) **EVIDENCE OF INSURANCE**

PRODUCER warrants that it has now and will maintain during the term of this agreement, Errors and Omissions insurance with a minimum limit in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. PRODUCER shall provide PWM with a copy a certificate of insurance, if requested by PWM.

11) **PRIVACY CLAUSE**

Both you and we have obligations to safeguard customer information under Public Law NO. 106-102 (the Gramm-Leach-Bliley Act) and other federal and state privacy laws and regulations (herein collectively referred to as "Privacy Laws"). In accordance with those privacy Laws, you and we agree to the following:

Each party hereto agrees to comply with the Privacy Laws and agrees further not to take any action to cause the other party to violate such Privacy Laws. If the applicable Privacy Laws change, each party shall take such action as is necessary to comply. We agree not to disclose or use any non-public personal information as defined in the Privacy Laws ("Confidential Information") except for the purposes contemplated under the PRODUCER Agreement or as may be required by law. You agree not to disclose or use any Confidential Information received from us except for the purposes contemplated under the PRODUCER Agreement or as may be required by law.

12) **COMPLETE AGREEMENT**

This signed Agreement incorporates all of the previous and contemporaneous discussions, representations, understandings, and agreements between the parties with respect to the subject matter representations have been made to or relied upon by PRODUCER. This agreement supersedes all previous agreements, whether oral or written, and may be terminated by either party at any time upon written notice to the other, subject however to the discharge of all obligations incurred hereunder.

13) **WAIVER**

No waiver or modification of this agreement shall be effective unless it be in writing and signed by a duly authorized officer of PWM. The failure of PWM to enforce any provision of this Agreement shall not constitute a waiver by PWM of any such provision. The past waiver of a provision by PWM or the PRODUCER shall not constitute a course of conduct or a waiver in the future of that same provision

15) **VENUE**

It is agreed that any litigation between the parties hereto shall be instituted in the County of Dallas within the State of Texas. It is further agreed that this Agreement shall be construed in accordance to the laws of the State of Texas.

In witness, whereof the parties have executed this agreement as of the effective date: _____.

MGA:

**Park Wood Managers, LLC
Richardson TX 75080
(888)546-3753**

By: _____ **Date:** _____

PRODUCER:

Agency Name: _____

Address: _____

City _____ **State** _____ **Zip** _____

By: _____ **Date:** _____

Print Name: _____

Title: _____

Attach a copy of the following documents and email along with Producer profile and Producer agreement to: agencyappointments@parkwoodmanagers.com

- 1 Current Errors & Omissions Declaration page.
- 2 Agency/PRODUCER License(s) in each State
- 3 Completed W-9 form

