



## Producer Agreement

Welcome to Specialty Insurance! We are excited at the prospect of having you join our team and we look forward to doing business with you. In order to ensure a prompt and accurate appointment, please be sure you are submitting all of the information requested below and that all forms are filled out completely and signed.

- I have had a visit from a Specialty Insurance Marketing Rep and am submitting this packet for appointment.
- I printed this packet from [www.specialtyva.com](http://www.specialtyva.com) and am submitting it for review and consideration.

**Please check off each item below as you confirm the required documents are attached.**

- Signed Producer Appointment Application
- Signed Authorization for ACH debits and Premium Account Bank Information
- Copy of agency's Insurance Bond (check here if applicable) \_\_\_\_
- Copy of agency's E&O Policy
- Copy of Agency License (for licensed agencies only)
- Copy of Agent License with SS# (for each agent that will be appointed)
- Copy of W-9
- Signed Program Manager – Producer Agreement
- Signed Amendment to Program Manager – Producer Agreement
- Signed Binding Authority Program Amendment

Please return this form with all requested information to  
Specialty Insurance via fax (804-272-5202).

## Specialty Insurance Agency, LLC Producer Appointment Application

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

Business Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP \_\_\_\_\_ FEIN \_\_\_\_\_

Email Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Are you a:  Managing General Agent?  General Agent? Total Number of Agency Employees: \_\_\_\_\_

Doing Business as a:  CORPORATION  PARTNERSHIP  LLC  INDIVIDUAL

If Corporation, Partnership or LLC: Date entity formed: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Title, Name and Home Address of Principal(s)/Owner(s) Date of Birth SSN#


1. How long in insurance industry under above agency name? \_\_\_\_\_ (years) How long agency licensed? \_\_\_\_\_ (years)  
*(Please list any prior agency names and addresses on attached sheet)*

2. Percentage breakdown of Agency revenue \_\_\_\_\_ Commercial \_\_\_\_\_ Personal \_\_\_\_\_ Life & Health

3. List below the top 5 Property and Casualty companies you represent?

Product Type	Annual Volume	Loss Ratio per Year	Insurance Company	Year Contracted	Issue Policies in Office?
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A. List of additional agency locations:

Name/street address	City	State	ZIP	Phone#	Fax#	FEIN
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

B. Please list other States in which Agency is licensed? \_\_\_\_\_

C. Please list any agency management or rating systems used: \_\_\_\_\_

D. Has any insurance company terminated relations with you in the past?  Yes  No

E. Has your or any employed agent's license ever been suspended, revoked or terminated?  Yes  No

F. Have you or any employees ever been convicted of a felony?  Yes  No



# Specialty Insurance Agency, LLC

## Authorized Agreement for Direct Payments (ACH Debits)

This document is to authorize sweeps of agency's account for payments of premiums.  
Specialty Insurance does not offer direct deposit of commissions nor do we sweep for return commissions.

Agency Business Name \_\_\_\_\_ FEIN or Tax ID \_\_\_\_\_.

I (we) hereby authorize Specialty Insurance Agency, LLC, hereinafter called PROGRAM MANAGER, to initiate debit entries to my (our):

- Checking
- Savings account (select one)

indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account.

Depository Name \_\_\_\_\_ . Branch \_\_\_\_\_.

City \_\_\_\_\_ . State \_\_\_\_\_.

Routing Number \_\_\_\_\_ . Account Number \_\_\_\_\_.

This authorization is to remain in full force and effect until PROGRAM MANAGER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford PROGRAM MANAGER and DEPOSITORY a reasonable opportunity to act on it.

Name \_\_\_\_\_

*Please Print*

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

*Please Print*

Signature \_\_\_\_\_

Date \_\_\_\_\_

*Note: please attach a voided check or deposit slip to this form. In order to process the bank routing number and account number must be provided.*

Revised 3/8/2010

**Specialty Insurance Agency, LLC**  
**Program Manager - Producer Agreement**

This Program Manager - Producer Agreement entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

by and between (agency name) \_\_\_\_\_

(principal's name) \_\_\_\_\_

located at: Street address \_\_\_\_\_

City or town \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

herein referred to as the "PRODUCER" and (an) individual(s) hereinafter referred to (a) individually as a "Principal" or as "Principals" of the Corporation and as "Members" of Agent (as hereafter defined); and (b) collectively with the Corporation as the "Agent;" and

Specialty Insurance Agency LLC., a Virginia corporation, hereinafter referred to as the "PROGRAM MANAGER."

WHEREAS, the PROGRAM MANAGER is a general agent of several insurance companies, its assigns and/or any other provider of insurance products; which are made available to the PRODUCER herein by PROGRAM MANAGER to be Insurance Company hereinafter made available to the PRODUCER by PROGRAM MANAGER as a "Policy" or collectively as "Policies; and

WHEREAS, the PRODUCER desires to obtain from PROGRAM MANAGER the right to solicit customers residing in the state(s), commonwealth(s) and district(s) of \_\_\_\_\_

\_\_\_\_\_ (the "Territory") interested in obtaining any such Policy on an independent contractor basis; and

WHEREAS, each individual executing this Agreement as a Principal of the Corporation acknowledges that he or she will benefit substantially from PROGRAM MANAGER's execution of this Agreement and that PROGRAM MANAGER would not execute this Agreement absent his or her execution of this Agreement; and

WHEREAS, the PROGRAM MANAGER is agreeable to giving the PRODUCER such right but only on the terms and conditions herein contained.

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties hereto agree as follows;

**1. Duties of Producer.** During the term of this contract, the PRODUCER shall solicit applications [the "Application(s)"] for each such Policy from individuals residing in the Territory. This shall be a non-exclusive right of the PRODUCER to solicit such Applications and PROGRAM MANAGER may retain one or more other individuals and/or entities to solicit any such Applications in the Territory and PROGRAM MANAGER shall have no liability to PRODUCER as a result thereof. Said Applications shall be on forms provided by the PROGRAM MANAGER and/or the pertinent Insurance Company and shall be completed to the satisfaction of the PROGRAM MANAGER and the pertinent Insurance Company in a manner consistent with both the PROGRAM MANAGER's and the pertinent Insurance Company's then applicable policies and procedures. Subject to the terms of the prior sentence, the PRODUCER shall be free to exercise the PRODUCER's own judgment as to the individual(s) from whom the PRODUCER will solicit any such Application(s). To the extent PRODUCER at any time is in possession of any premiums due or to become due with respect to any Policy, PRODUCER shall immediately pay any and all such sums in PRODUCER's possession or control in gross to the PROGRAM MANAGER.

**2. Power to Bind.** Absent written authorization by PROGRAM MANAGER, to PRODUCER otherwise, PRODUCER shall have no authority whatsoever to bind any Insurance Company to the terms of any such Policy.

**3. Compensation.** The PRODUCER shall be due a commission (a "Commission") from PROGRAM MANAGER with respect to any Application completed in a manner consistent with paragraph 1 above submitted by the Corporation to PROGRAM MANAGER where: (1) such Application is accepted by the pertinent Insurance Company offering the pertinent Policy; and (2) the pertinent premium or the appropriate portion of same is paid to the PROGRAM MANAGER or the Insurance Company; and (3) the pertinent Insurance Company thereafter issues a Policy as a result thereof to the pertinent customer who made such Application. Any Commission paid to the PRODUCER by PROGRAM MANAGER hereunder shall be as premium is written, in the amount outlined in the commission schedule. Such Commission so paid to the PRODUCER shall be subject to subsequent recomputation if the related Policy is cancelled with unearned premium or endorsed to generate a lower written premium (credit endorsement), with respect thereto to be returned to the policyholder or any other person. In any such case the PRODUCER shall return to the PROGRAM MANAGER in a manner described below an amount equal to the result obtained by taking an amount equal to all of the Commission(s) paid to the PRODUCER with respect to said Policy and subtracting there from the Commissions actually earned, in the case of a cancellation or commission returned in the case of a

# Specialty Insurance Agency, LLC

## Program Manager - Producer Agreement (Cont.)

credit endorsement, by the PRODUCER as a result of the issuance of said Policy. PRODUCER shall as hereinafter provided reimburse PROGRAM MANAGER to the extent the PRODUCER or any other Member(s) of Agent, is/are overpaid a Commission as a result of Policy cancellation or otherwise.

To the extent PRODUCER, or any of its Members, at any time owes PROGRAM MANAGER any amount hereunder pursuant to overpayment of Commission as a result of Policy cancellation or otherwise, PROGRAM MANAGER at its option may either: (a) apply any such amounts due it from

PRODUCER (or any of its Members) against commissions otherwise due or to become due to PRODUCER (or any of its Members) hereunder; or (b) PROGRAM MANAGER may invoice PRODUCER (or any of its Members) for any such amounts due it from PRODUCER (or any of its Members) hereunder. To the extent PROGRAM MANAGER invoices PRODUCER (or any of its Members) for any such amounts due it from PRODUCER (or any of its Members) hereunder, PRODUCER shall pay any such invoiced amount to PROGRAM MANAGER within 15 days of the date of such invoice.

**4. Status of Producer.** It is expressly agreed by the parties that during the term of this contract, the PRODUCER shall be an independent contractor of the PROGRAM MANAGER and that in no event shall this contract be deemed to create a joint venture, partnership or a contract of employment between the PRODUCER (or any of its Members) and either the PROGRAM MANAGER or any Insurance Company. Services to be provided by the PRODUCER to PROGRAM MANAGER pursuant to this agreement shall be on a part-time basis and during the term of this contract the PRODUCER (and each of its Members) may maintain any additional business interest(s) not in conflict with this agreement.

**5. Term of Contract.** The term of this contract shall commence upon its execution by the parties and shall terminate at such time as either PROGRAM MANAGER or the PRODUCER gives written notice to the other of such termination. However, termination of this contract shall not terminate the PRODUCER's rights to commissions due or to become due with respect to policies issued by the pertinent Insurance Company as a result of the PRODUCER's submission of Applications during the term of this contract said Commissions to remain payable by PROGRAM MANAGER to the PRODUCER in a manner consistent with this Agreement. To the extent PRODUCER (or any of its members) owes PROGRAM MANAGER any amounts hereunder upon the termination of this Agreement, any and all such amounts so due PROGRAM MANAGER shall be the joint and several liability of each and all of the Members of PRODUCER and shall be paid by PRODUCER to PROGRAM MANAGER in a manner consistent with this Agreement.

**6. Proper Licensing.** The PRODUCER agrees that during the term of this contract the PRODUCER shall only solicit Applications for Policies in jurisdictions where it is properly licensed to do so. At any time during the term of this contract, PROGRAM MANAGER may request from PRODUCER proof of such proper licensing in any applicable jurisdiction; and to the extent such a request is made by PROGRAM MANAGER, PRODUCER shall within 15 days of such request provide to PROGRAM MANAGER proof satisfactory to PROGRAM MANAGER of such proper licensing.

**7. Errors and Omissions Coverage.** During the entire term of this contract, the PRODUCER shall carry an errors and omissions insurance policy (the "E&O Coverage") offered by an insurance carrier satisfactory to PROGRAM MANAGER. Any such E&O Coverage shall contain terms satisfactory to PROGRAM MANAGER and shall at a minimum provide liability coverage such that the PRODUCER will be insured there under to the extent of at least \$500,000 with respect to any single incident to which the coverage applies. The PRODUCER shall annually on or before January 1 of each calendar year during the term of this contract, and at any other time upon demand by PROGRAM MANAGER, provide PROGRAM MANAGER proof satisfactory to PROGRAM MANAGER of such E&O Coverage.

**8. Policies and Procedures.** PRODUCER shall comply with all policies and procedures of the PROGRAM MANAGER. In addition, PRODUCER shall comply with all policies and procedures of each pertinent Insurance Company. All Applications submitted to the PROGRAM MANAGER by PRODUCER shall be completed in a manner consistent with said policies and procedures.

**9. Expenses of PRODUCER.** PROGRAM MANAGER shall not bear any expenses incurred by PRODUCER in carrying out PRODUCER's obligations hereunder. PRODUCER shall bear all of PRODUCER's costs and expenses however incurred and PROGRAM MANAGER assumes none of PRODUCER's liabilities or expenses as a result of the execution of this agreement. PROGRAM MANAGER's only liabilities to PRODUCER as a result of the execution of this agreement shall be (1) any liability to the PRODUCER it may have for Commissions earned by the PRODUCER consistent herewith; and (2) any indemnification PRODUCER may be entitled to by PROGRAM MANAGER pursuant to paragraph 11 below.

**10. Governing Law.** This Agreement shall be governed in all respects including validity, interpretation and effect, by the laws of the State of Virginia without giving effect to the conflicts of law principles thereof. Each of the parties submits to the jurisdiction of any appropriate federal, state or local court sitting in Henrico County, Virginia in any proceeding arising out of relating to this agreement or any of the transactions contemplated herein and agrees that all claims in respect of the action or proceeding may be determined in any such court. Each of the parties hereby waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. To the extent either party brings legal action to enforce its rights hereunder, the court hearing any such action, or hearing any appeal with respect thereto, shall award the party it determines most prevailing in said action or appeal thereof its costs and expenses including reasonable attorney's fees, incurred as a result of the bringing of such action and/or appeal but only in an amount in proportion to the degree in which said party so prevailed as determined by the pertinent court.

**11. Indemnification.** To the extent that at any time during or after the term of this contract, PROGRAM MANAGER is held liable for any reason whatsoever for or with respect to any expenses of, or for any liability(ies) of, or for the negligence or any other actionable conduct of, PRODUCER, or any of its Members, or Agent's agent(s) or servant(s) or independent contractor(s); then in any such event, the PRODUCER and each Principal individually, hereby agree, jointly and severally, to indemnify and hold PROGRAM MANAGER harmless with respect to any and all such expenses and/or liabilities and/or damages PROGRAM MANAGER may incur or become liable for as a result thereof including without limitation its legal costs and attorney's fees, if any, resulting therefrom. To the extent that at any time during or after the term of this contract, the PRODUCER is held liable for any reason whatsoever for or with respect to any expense(s) of, or any liability(ies) of, or for the negligence or any other actionable conduct of, PROGRAM MANAGER or PROGRAM MANAGER's agent(s) or servant(s) or independent contractor(s); then in such event, PROGRAM MANAGER hereby agrees to indemnify and hold the PRODUCER harmless with respect to any and all such expenses and/or liabilities and/or damages the PRODUCER may incur or become liable for as a result thereof including without limitation its legal costs and attorney's fees, if any, resulting therefrom. To the extent that at any time during or after the term of this contract, the PRODUCER is held liable for any reason whatsoever for or with respect to any expense(s) of, or any liability(ies) of, or for the negligence or any other actionable conduct of, PROGRAM MANAGER or PROGRAM MANAGER's agent(s) or servant(s) or independent contractor(s); then in such event, PROGRAM MANAGER hereby agrees to indemnify and hold the PRODUCER harmless with respect to any and all such expenses and/or liabilities and/or damages the PRODUCER may incur or become liable for as a result thereof including without limitation its legal costs and attorney's fees, if any resulting therefrom.

Specialty Insurance Agency, LLC

Program Manager - Producer Agreement (Cont.)

12. Representations and Warranties of Signatories. The undersigned signatory of PROGRAM MANAGER personally represents and warrants to PRODUCER that he or she has all requisite authority to execute this agreement on behalf of PROGRAM MANAGER and that PROGRAM MANAGER will be bound thereby to all of the terms of this agreement. The undersigned signatory of the PRODUCER, and each of the undersigned Principals, hereby personally represents and warrants to PRODUCER that he or she has all requisite authority to execute this agreement on behalf of PROGRAM MANAGER and that PROGRAM MANAGER will be bound thereby to all of the terms of this agreement. The undersigned signatory of the PRODUCER, and each of the undersigned Principals, hereby personally represents and warrants to PROGRAM MANAGER that said signatory has all requisite authority to execute this agreement on behalf of the PRODUCER and that the PRODUCER will be bound thereby to all of the terms of this Agreement.

13. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which will constitute one and the same instrument.

14. Gender/Number. Wherever used herein the genders shall be interchangeable. Wherever used herein the singular shall include the plural and the plural shall include the singular.

15. Entire Agreement/Binding Effect. This is the entire agreement between the parties and all prior negotiations have been merged herein. This agreement supersedes and all prior agreement(s) between the parties. This contract shall be binding on the parties and their successors, heirs, personal representatives, and permitted assignees.

16. Amendment/Assignment. This agreement may only be amended by a subsequent writing signed by both parties. Neither party may assign any of its rights under this contract absent written consent from the other party.

17. Joint and Several Liability. Each and all of the duties and obligations of PRODUCER, and the PRODUCER, to PROGRAM MANAGER arising hereunder shall be the joint and several liability of the PRODUCER and (a) the Principal, if only one Principal executes this Agreement; or, if more than one Principals executes this Agreement then (b) each and all of the undersigned Principals.

18. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of PROGRAM MANAGER and PRODUCER under this Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised of a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be effected by the illegal, invalid or enforceable provision had never comprised of a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be effected by the illegal, invalid or unenforceable provision or by its severance therefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a legal, valid and enforceable provision as similar in terms that such illegal, invalid or unenforceable provision as may be possible.

19. Third Parties. This Agreement is not intended to confer upon any person or entity who or which is not a party to this Agreement any rights or remedies hereunder.

20. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE PRODUCER

THE PROGRAM MANAGER

Specialty Insurance Agency, LLC

Name of the PRODUCER

By: Principal

By:

Print Name and Office Held

Print Name and Office Held

Additional Principal

Additional Principal

Additional Principal

## Specialty Insurance Agency, LLC

### Amendment to Original Program Manager - Producer Agreement -- Responsibilities

This amendment attaches to and forms a part of the original Program Manager - Producer Agreement between PROGRAM MANAGER and \_\_\_\_\_ ("PRODUCER").

#### 1. Documentation

- a. If electronic transmissions of applications are utilized, the PRODUCER will retain in an orderly fashion, and for a period of not less than three (3) years from date of policy termination or expiration, all documentation incidental and necessary for the procurement of insurance under any policy or renewal period. PRODUCER shall not discard or destroy any such documents without prior written consent of PROGRAM MANAGER. Notwithstanding the foregoing, after any such document has been retained by PRODUCER for a period of at least three (3) years from date of policy termination or expiration, said PRODUCER may deliver it to PROGRAM MANAGER and upon expiration or termination of this agreement, PRODUCER shall immediately deliver to PROGRAM MANAGER all such documents.
- b. PRODUCER must provide to PROGRAM MANAGER in a timely manner any and all documentation in PRODUCER's possession or control that PROGRAM MANAGER may request in exercising our authority under this Agreement, including without limitation, a copy of all or any part of any file concerning any person insured under, or who has applied for a policy or renewal policy.

#### 2. Responsibilities

- a. Below are examples of documentation that is required to be maintained by the PRODUCER. Periodically, PROGRAM MANAGER may request this information for review and compliance. Incidental and necessary documentation shall include, but is not limited to:
  - A complete signed application
  - Signed approval by insured for reduction in coverage
  - Receipt of premium payment
  - Bill of sale or title for newly acquired vehicles
  - Signed documentation necessary to support changes
  - Premium financing agreement (Power of Attorney) if applicable
  - Adequate documentation to substantiate that various discounts are appropriate
- b. It is the responsibility of the PRODUCER to advise the insured of their payment options, and of the PROGRAM MANAGER's fee schedule.
- c. It is the responsibility of the PRODUCER to distribute any required documentation to the insured, including but not limited to a copy of the application, a copy of the policy jacket, and copies of any endorsement requests.

#### 3. Fiduciary Responsibilities

- a. All funds received by PRODUCER as premiums for insurance written under this agreement will be held by PRODUCER in a fiduciary capacity, in trust, for PROGRAM MANAGER's benefit. If mutually agreed, PRODUCER will deposit such funds into a bank account for an electronic transfer to PROGRAM MANAGER. If PRODUCER fails to remit or make these funds available to us in a timely fashion, as determined by the Underwriting Requirements, PROGRAM MANAGER will have a first lien on such funds. After the expiration or termination of this Agreement, PRODUCER will continue to hold these funds in a fiduciary capacity, in trust, for PROGRAM MANAGER's benefit until PRODUCER remits or make these funds available to PROGRAM MANAGER. PRODUCER has the right to recover any erroneous withdrawals of funds from the accounts, made by PROGRAM MANAGER, either by check or a credit to the affected accounts.
- b. Notwithstanding anything in the agreement to the contrary, PROGRAM MANAGER may set off any amounts due and owing to PRODUCER against and amounts due and owing by PRODUCER to PROGRAM MANAGER.

**Specialty Insurance Agency, LLC**

**Amendment to Original Program Manager - Producer Agreement – Responsibilities (cont)**

4. This amendment will survive the expiration or termination of the agreement.

ACCEPTED BY:

(agency) \_\_\_\_\_

\_\_\_\_\_  
*Signature of Owner or Authorized Representative*

\_\_\_\_\_  
*Print Name*

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

PROPOSED BY:

Specialty Insurance Agency, LLC

\_\_\_\_\_  
*Signature of Authorized Specialty Representative*

\_\_\_\_\_  
*Print Name*

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

**Specialty Insurance Agency, LLC**

**Binding Authority Program**

The Program Manager - Producer Agreement between PROGRAM MANAGER and its PRODUCERS as well as the PROGRAM MANAGER's Virginia Procedural Manual clearly prohibit the binding of business by PRODUCER personnel. These prohibitions are intended neither as a deterrent to business nor concern for the abilities of the PRODUCER. Instead, these prohibitions are necessary to limit binding authority to qualified PRODUCERS and to limit binding authority to specific product lines and carriers.

This document provides confirmation that PROGRAM MANAGER has extended binding authority to individual agents who have been appointed by the carrier(s) stipulated below and are employed by the PRODUCER stipulated below. If an individual agent's appointment with a stipulated carrier is terminated, or employment with the stipulated PRODUCER is terminated, then the individual agent's authority to bind also terminates.

(PRODUCER) \_\_\_\_\_

for (product lines)     personal auto

through (carriers)     West Virginia National Auto Insurance Company  
                                  State National Insurance Company, Inc.

PRODUCER understands and agrees that PRODUCER does not have binding authority on any product lines or with any carriers that are not expressly stipulated above.

PRODUCER understands and agrees that PROGRAM MANAGER may revoke PRODUCER's binding authority at any time, without cause.

The parties have caused this Agreement to be executed effective \_\_\_\_\_.

(PRODUCER) \_\_\_\_\_

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

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

(PROGRAM MANAGER) Specialty Insurance Agency, LLC

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

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