

Acacia Insurance Managers, LLC
PO Box 5489
Frisco, Texas 75035



Customer Service Toll-Free
Phone: 844.238.4033
Fax: 844.238.4034

New Producer Checklist

1. _____ **Signed Producer Application**
2. _____ **Signed Producer Agreement**
3. _____ **Signed Authorization Agreement (For Deposits and Debits)**
4. _____ **Signed Indemnity Agreement**
5. _____ **Signed W-9**
6. _____ **Copy of a Voided Check for account(s) listed in Authorization**
7. _____ **Copy of Current Errors and Omissions Insurance Dec Page**
8. _____ **Copy of TDI License**



Producer Application

Agency Name			
Street Address			
Mailing Address			
Telephone			
Fax Number			
Email(s)			
Agency website			
Year Established			
Agency Type	Sole Proprietor	Partnership	Corporation LLC
Owner #1 Name			
Owner #1 DOB			
Owner #1 SSN			
Owner #2 Name			
Owner #2 DOB			
Office Manager	Name:	Phone Number:	
#1 Auto Company		#1 HO Company	
#2 Auto Company		#2 HO Company	
#3 Auto Company		#3 HO Company	
#4 Auto Company		#4 HO Company	
#5 Auto Company		#5 HO Company	
Comparative Rater	ITC	Quick Quote	EZ Lynx Do Not Use
Location #2 Address			
Phone/Fax/Email			
Location #3 Address			
Phone/Fax/Email			

Has the agency or any partner, shareholder or principal of agency ever declared bankruptcy?	No	Yes
Has the agency had any company appointments terminated within the last twelve (12) months?	No	Yes
Does the agency owe return commissions to any carrier that is more than thirty (30) days overdue?	No	Yes
Has the agency, or any shareholder, partner, or principal of agency ever been convicted of a felony?		
Has the agency, or any shareholder, partner or principal thereof ever been known by, used, or conducted business/bank accounts in any other name?	No	Yes
Has the agency or any shareholder partner or principal thereof ever been refused an insurance license in any state?	No	Yes
Has the agency or any shareholder partner or principal thereof ever been subject to discipline and/or investigated by the Department of Insurance?	No	Yes
Does agency engage in any business other than insurance?	No	Yes
Has the agency ever had an E&O claim?	No	Yes

I, the undersigned agency principal, understand that **Acacia Insurance Managers, LLC** may at their discretion request credit, financial, and/or background information on the agency necessary to establish our agency appointment. I agree that upon request, I will furnish any release of information authorization necessary to obtain such information.

I further understand that only the agency listed on this application will be permitted to represent **Acacia Insurance Managers, LLC** and that agency does not have the option to submit business until it receives confirmation of appointment.

Agent/Principal Signature

Date

Printed Name (Agent/Principal)

Authorized Company Signature

Date



Acacia Insurance Managers, LLC

Authorized Agreement for Direct Deposits of Commissions and ACH Debits

Agency Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Agent Code _____

I authorize Acacia Insurance Managers, LLC to deduct funds from my account at the Financial Institution (Bank) listed below:

Financial Institution (Bank Name) _____

I authorize Acacia Insurance Managers, LLC to sweep funds from:

Routing# _____ **Account#** _____

I authorize Acacia Insurance Managers, LLC to deposit agency commissions to:

Routing# _____ **Account#** _____

This authority is to remain in effect until Acacia Insurance Managers, LLC has received written notification from me (or either of us) of its termination in such time and manner as to afford Acacia Insurance Managers, LLC and the depository reasonable opportunity to act on it.

Authorized Signature: _____ Date: _____

Authorized Printed Name: _____

ACACIA INSURANCE MANAGERS, LLC PRODUCER AGREEMENT

1. Parties to this Agreement are _____ (hereinafter sometimes referred to as “Producer”) and Acacia Insurance Managers, LLC (hereinafter sometimes referred to as “Company”)
2. The effective date of this Agreement is _____.
3. Purpose of Agreement: The purpose of this Agreement is to state the exclusive terms and conditions under which Producer shall act as an independent broker in the solicitation and servicing of contracts of insurance, including binders, policies, amendments and endorsements, and applications, (altogether referred to in this Agreement as “Policy” or “Policies”).
4. Authority of Producer:
 - (a) Company shall be the sole judge of the acceptance or rejection of any risk and shall incur no liability for failure to place any risk.
 - (b) Producer has no power hereunder to bind insurance risks, but only to submit applications for such risks to the Company. No coverage shall be in effect on any such application unless and until accepted by Company in writing.
 - (c) Producer shall have full power to:
 - (1) Submit applications for insurance covering only such classes of risks and in such amounts as Company may so authorize Producer to write; and
 - (2) Collect premiums from insureds or applicants for insurance submitted by Producer for Company. Producer shall hold said premiums in trust for Company until remitted to Company and shall be considered Company’s fiduciary.

Producer shall promptly forward to the Company all pertinent information pertaining to any application or policy in force, as well as all evidences of intent to insure or to modify existing policies, as directed by the Company. Producer shall retain originals of any information regarding any application or policy in force not provided to the Company for the full duration required by law but not less than five (5) years, and will make such originals available to the Company following twenty-four hours advance notice. Producer's duties under this Section shall survive termination of this Agreement.

- (d) Producer shall have no authority to extend the time for payment of premium, or to change, alter, vary or waive any of the terms, requirements, or conditions contained in any application, policy or guideline as provided by the Company.
- (e) Unless authorized in writing by Company to deduct commissions, Producer shall be liable to Company for all gross premiums and fees due upon Policies, whether new, renewal or endorsement, issued by Company in connection with risks submitted by Producer.

- (f) Producer has no authority to enter into any agreement with a premium finance company, to enter into any premium finance agreement or to receive notices of premium financing or the proceeds of premium financing for Policies issued or to be issued by Company unless such authority is first extended to Producer by Company in writing.

5. Premiums and Commissions:

- (a) It is expressly agreed and understood that all premiums collected by Producer are trust funds and property of the Company and that Producer is acting as fiduciary under this Agreement. Such funds shall not be used by Producer for any personal or business purpose whatsoever, but shall be held until remitted or disbursed in accordance with the terms of the Agreement. The keeping of an account by Company on its books as a creditor and debtor account or as a declaration of account is understood to be memo of business transacted and shall not be held to waive assertion of fiduciary relationship as to premiums collected by Producer.
- (b) If a return premium becomes due under any Policy, Company will promptly refund to the insured such return premium. Producer shall be responsible for payment of unearned commission to the Company. Producer shall repay the Company commissions on return premiums at the same rate at which commissions were originally paid to Producer (or retained by Producer if so authorized).
- (c) Company shall have the right to offset any amounts due Producer by Company against amounts due Company by Producer.
- (d) All special fees, policy fees or charges or expense constants charged in addition to premium on Policies are to be regarded as fully earned at the time of the inception of the Policy. 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.
- (e) Producer's commission under this Agreement shall be calculated in accordance with the Producer's Addendum 1 attached to the Agreement or the subsequent Producer's Addendum 1 in effect at the time the Policy is effective, and shall be the sole compensation of Producer for services under this Agreement. Company shall have the right to change the amount and terms of the commission to be paid upon thirty (30) days' prior written notice to Producer.
- (f) Commissions will be calculated pursuant to Paragraph 5(e) above and Company shall have the right to offset any amounts due it. Payment will be made to Producer via Electronic Funds Transmission (EFT) no later than fifteen (15) days after the end of the month in which the applicable premiums were written. The EFT deposit will be posted to the account shown in the EFT Instruction Agreement in the Company's possession as of the end of the previous month. It is the sole responsibility of the Producer to ensure that the information on the EFT Instruction Agreement is correct and valid at all times. A statement showing the relevant calculations will be made available to the Producer no later than the time of the EFT deposit. Any balance due to the Company on such statement of commissions shall be paid by the Producer no later than the 20th day of the month the statement was received. If the Producer fails to make such payment by the 20th day, Producer agrees that Company may withdraw the amount due from the account specified in the applicable EFT Instruction Agreement. Producer agrees that Producer is solely liable for any fees incurred as a result of the failure to maintain sufficient funds in the account. (The account listed in the EFT Instruction Agreement is the account for Producer's commission deposit, NOT the Producer's trust account.)

6. Expirations & Renewals:

- (a) Producer and Company expressly recognize 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 except as specified herein. Producer hereby assigns to Company as security for its obligation to pay the Company, but not in payment, all sums due or to become due to Producer from the insured or insureds for whom such agency billed Policies were produced by Producer for Company and with full authority in Company to demand and collect these sums. On agency billed premiums so collected by Company, Producer shall be entitled to no commission.
- (b) To further secure the payment, when due, of any and all sums which may become due Company hereunder, Producer grants to Company a security interest in all the records of expirations of Policies produced through Company, including the ownership, exclusive use of same, and to have the rights of the holder of a security interest granted by law.
- (c) Producer agrees that this Agreement or any copy thereof may be filed as a financing statement if Company so elects. Producer hereby agrees to sign a UCC-1 Form and any other documents required to secure the Company's interest in the expirations and renewals.

7. Change in Operations or Producer: Producer shall give Company sixty (60) days prior written notice of any of the following changes to the operations of Producer's agency:

- (a) If Producer is an individual and enters into a partnership or other business venture to act as an insurance agency with one (1) or more persons;
- (b) If Producer is an individual or partnership and incorporates Producer's insurance agency or forms some other entity; or
- (c) If Producer is an individual or partnership or corporation and transfers, sells, merges or consolidates any part of Producer's insurance agency or insurance business with any other entity.

Producer's failure to give the required notices will terminate the Agreement on the effective date of any of the above events at Company's sole option. Producer will forfeit all commissions, earned and unearned, on policies in force after the effective date of such an event.

The consent by Company to any such occurrence may be contingent upon a review of the background and experience of any new owner, the acceptance of the terms of this Agreement by any proposed new owners, the receipt of indemnity agreements from any proposed new owner or any other requirement which Company may reasonably impose prior to Company's determination that it will consent to, or reject, the proposed new owners.

8. Termination:

- (a) This Agreement shall continue in force and effect 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. However, in the event of fraud or breach of any of its conditions or provisions on the part of Producer, this Agreement may be cancelled by the Company at any time thereafter, effective immediately, by notice to Producer. In the event of cancellation on account of fraud or breach of

conditions, any indebtedness of Producer to Company and 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 Company.

- (b) This Agreement shall terminate automatically and without notice in the event of cancellation, revocation, suspension or forfeiture of any license required by law for Producer's performance in any respect under this agreement. The maintenance of such license in good standing shall be at all times the responsibility of Producer as an express condition to continuation hereof and in the event of any cancellation, revocation, suspension or forfeiture of such license, Producer shall immediately notify Company of the complete details thereof, and Producer shall forfeit all commissions, earned or unearned, on Policies in force as of such cancellation, revocation, suspension or forfeiture of license.
- (c) This Agreement shall terminate automatically and without notice in the event of:
 - 1. Producer being insolvent or bankrupt or filing for protection from creditors related to bankruptcy or insolvency; or
 - 2. Producer or any of its officers, directors, or shareholders being convicted of any crime in violation of 18 USC §§ 1033-1034.
- (d) In the event of termination of this Agreement, Company shall timely notify each insured under a Policy to prevent the extension of the Policy beyond its expiration date.
- (e) The obligations of Producer to indemnify and hold Company harmless on any claim arising from failure of the Producer to comply with the terms of this Agreement shall survive termination of this Agreement.

9. Administrative Provisions:

- (a) In the event Company shall have to institute any lawsuit to enforce the obligations assumed by Producer in this agreement or defend any lawsuit brought against Company because of its having entered into this Agreement, Company is entitled to recover from Producer all costs, expenses, judgments and attorney's fees incurred by Company in connection with any lawsuit.
- (b) The obligations and undertaking of each of the parties of this Agreement shall be performable in San Antonio, Bexar County, Texas. Producer agrees to pay the Company at its home office, all sums of money which may become payable to Company under this Agreement.
- (c) Producer shall immediately refer to Company all claims involving policies issued by Company hereunder. Any available documentation shall be faxed to the Company immediately.

Producer has no authority to adjust or settle claims or to assign the adjustment of any claim.

- (d) Company shall not be responsible for any expenses incurred by Producer without Company's prior written approval.
- (e) Any policy forms or other Company supplies furnished to Producer by Company shall always remain the property of Company and all property of Company shall be returned to it or its representative promptly upon demand.

- (f) Producer shall keep true and complete records and accounts of all transactions with policyholders and with Company. Such records shall be open at all times to the inspection of duly authorized representative of the Company. Producer's duties under this Section shall survive termination of this Agreement.
- (g) Producer shall not insert any advertisements concerning Company in any publications or issue any circular or paper referring to Company without first obtaining consent of the Company in writing.
- (h) Company and Producer expressly agree that Producer shall be an independent contractor of Company. This Agreement shall not be deemed to constitute the Producer as an employee of Company.
- (i) Producer agrees to notify the Company within twenty-four (24) hours of the receipt of all complaints from insureds and/or the Texas Department of Insurance and to immediately forward to the Company all notices of suits or suit papers that may involve the Company.
- (j) Company shall at all times have the right to cancel any Policy pursuant to any applicable statutes and/or regulations; however, Producer shall remain obligated to pay Company the earned premium thereon.
- (k) Producer shall timely and completely comply with all laws, rules and regulations, including all underwriting and other rules of the Company, in the conduct of business under this Agreement. Producer shall not expose the Company to any claim, litigation, administrative proceeding, fine or penalty by failing to so comply.
- (l) In the event Company receives an insufficient funds check from Producer, Company may elect to initiate cancellation on all in-force agency bill business, pursuant to any applicable statutes and regulations and deem insufficient funds as a material breach of contract, which may result in the cancellation of said Producer's Agreement. Company, at its discretion, may elect to process any new or renewal business applications from Producer and requests for endorsements of Policies in force only if accompanied by a cashier's check, certified check or cash, for the gross premium due, until such time as Producer pays in full the obligation covered by the insufficient funds check.
- (m) Producer agrees to maintain errors and omissions insurance covering its operations, including the obligations of this Agreement, in an amount not less than \$500,000 per claim and annual aggregate, with a deductible not to exceed \$10,000. Producer agrees to provide Company with an annual in-force copy of the errors and omissions insurance policy together with all amendments, endorsements, renewals, replacements and cancellations of such policy during the term of this Agreement.
- (n) Producer agrees to maintain agency licenses as required to conduct business with Company as required by the Texas Department of Insurance. Producer agrees to provide Company with an annual in-force copy of the appropriate required licenses for all Producer employees that will be selling Company products.

- (o) If a conflict exists as to which duly appointed Producer is authorized to represent an existing or prospective policyholder, a written statement signed by the policyholder designating the Producer shall be binding upon the Producer and may be relied upon by the Company to determine the servicing Producer. The Company, in its sole discretion, shall determine which Producer is entitled to receive commissions, and the Producer agrees to be bound by Company's determination.
 - (p) Producer agrees to submit all applications and requests for coverage changes electronically via the Company's web site and explicitly authorizes the Company to communicate with Producer electronically via email or facsimile and agrees to provide Company with updated email and facsimile information as needed. Producer also agrees to accept Policies and agency billing in electronic format when provided by the Company.
 - (q) Producer agrees to service all business for which Producer is designated as the Producer of record, subject to the customary business standards of the insurance industry, except as otherwise agreed upon in writing by Producer and Company.
10. Dispute Resolution: In the event of a dispute between Producer and Company with respect to this binding Agreement, the parties expressly agree that they shall submit any such dispute(s) to be resolved by final and binding arbitration. Any award or remedy made may be confirmed in a Court having jurisdiction and shall not be subject to appeal. The arbitration shall take place in San Antonio, Bexar County, Texas, unless otherwise agreed upon in writing by both parties. The parties shall select an agreed arbitrator from that county. In the event that a party submits a demand for arbitration to the other party which is not responded to within fourteen (14) days, or is denied, the party seeking arbitration shall have the unilateral right to select the arbitrator and the selection shall be binding upon the party failing to respond or denying arbitration. This Agreement shall be construed in accordance with the laws of the State of Texas. The parties expressly covenant and agree that the duties under this Article shall survive termination of this Agreement.
11. Notice: Any notice required or permitted to be given under this Agreement shall be validly given or served in writing and delivered personally or sent by first class mail or registered mail, return receipt requested, postage prepaid, to the address on the signature page of this agreement, or to such other address as either party may hereafter designate in writing. Such notice shall be deemed delivered three (3) business days after being deposited in the United States Mail with prepaid postage and addressed as indicated in this Paragraph. The parties further covenant and agree that notice shall be validly given or served if Company sends said notice to Producer's business e-mail address Producer shall provide to Company and if Producer sends said notice to the e-mail address of a management level representative of Company.
12. Miscellaneous:
- (a) The rights, privileges, interests, powers or claims of Producer arising under or growing out of this Agreement are not assignable (by sale or otherwise) by Producer, and no assignee shall acquire any rights thereto, without the prior, written consent of Company. The rights of any assignee under any assignment to which prior consent has been or may be given shall be subject to the lien given to Company in this Agreement.

- (b) No waiver of any breach or violation of any provision of this Agreement by either party shall be deemed made unless made in writing. Any such waiver shall not operate or be construed as a waiver of any subsequent breach or violation of this Agreement.
- (c) This writing represents the entire Agreement and understanding of the parties with respect to the subject matter hereof, it may not be altered or amended except by a subsequent written Agreement duly executed by all parties.
- (d) This Agreement, and its validity, performance, and effect shall be determined, and its terms construed in accordance with, the laws of the State of Texas.
- (e) The headings of the paragraphs in the Agreement are a convenience only, and shall not affect its interpretation.
- (f) This Agreement shall be binding upon, and inure to the benefit of, the parties, their respective heirs, representatives, successors and assigns.
- (g) This Agreement may 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 documents.
- (h) 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.
- (i) 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 the plural includes the singular. Words of one gender include the other gender.
- (j) The rights, duties and obligations of the parties to this Agreement, to such extent as they are not dealt with specifically or by necessary implication in this Agreement, shall be in accordance with the customs and usages prevailing in the insurance business in the State of Texas.
- (k) Producer represents that Producer, Producer's officers, and directors have not been convicted of any crime contemplated by 18 USC § 1033-1034, and agrees to report same to Company immediately should the same occur.
- (l) Producer represents that Producer, Producer's officers and directors, as applicable are duly licensed and in good standing in all states in which Producer, its officers and directors, as applicable are conducting business and agrees to report any investigation of or action taken against same (persons, entities, licenses, business) by a regulatory authority to Company immediately upon discovery.
- (m) Producer's ownership of affected expirations will transfer to Company under the following circumstances:
 - (a) Failure by Producer to satisfy a debt owed to Company within thirty (30) days of termination of this Agreement;

- (b) Failure by Producer to properly account for, and pay, all premiums for which Producer is liable upon thirty (30) days notice of a demand to provide such payment; or
 - (c) "Abandonment" of Producer's business. For purposes of this Agreement, "Abandonment" shall mean documented evidence of a consistent disregard of the affected business or premises of Producer.
 - (n) This Agreement shall take effect as of the date entered on the first page of this Agreement.
 - (o) Company agrees that it shall maintain the privacy rights of the parties to the contract and all third parties whose privacy rights could conceivably be affected. Company agrees that it shall comply with all state and federal laws and regulations pertaining to privacy rights and confidentiality.
13. Requirements Incidental to Electronic Processing: Company shall give Producer access to electronic processing of applications and for customer service, including any electronic signatures by an insured. The parties expressly agree that Producer shall:
- (a) Follow proper identification procedures to determine and prove the identity of the applicant;
 - (b) Process all policy transactions and issue all applications on the Company's website with the effective date and time accurately reflecting the same date and time that the policy was bound. Producer shall not attempt to explain any web pages that confuse, or are unclear to, the applicant when presented, but shall stop the application process and notify a Company manager;
 - (c) Advise the applicant that the application will utilize an electronic signature process and the acceptance and use of such electronic signature must only be elected by the applicant while in the Producer's office. Producer shall also advise the applicant that the use of an electronic signature will not be denied legal effect or enforceability solely because it is in electronic form. The applicant may choose not to conduct transactions by electronic means;
 - (d) Provide the applicant with a copy of the completed application, digital signature acceptance confirmation, declarations, endorsements, exclusions, receipt and ID cards prior to the applicant's departure from the Producer's office and retain a copy of all documents delivered to applicant in Producer's files; and
 - (e) Refrain from making, altering, waiving, modifying, misrepresenting or discharging any of the terms or provisions set forth in a policy, endorsement, application, binder or Company's website.

Company: **Acacia Insurance Managers, LLC**

By: _____

Title: _____

Date: _____

Producer: **Agency**

By: _____

Date: _____

INDEMNITY AGREEMENT

As part of the consideration to enter into the Producer Agreement, each undersigned party (and if more than one, jointly and severally) agrees to fully indemnify and hold harmless the in-compliance party, including successors and assigns, from any and all judgments, loss damage, costs and expenses, including attorney's fees which the other party may at any time sustain because of the failure to comply fully with the terms, provisions and obligations of said Agreement, including, but not limited to the payment of all sums of money which may become due thereunder and any agreement to indemnify. The undersigned each waive notice of any change, alteration or modification of said Agreement. This indemnification is unconditional and independent and not merely one of suretyship. The taking of security shall not relieve indemnitor hereunder. The indemnitor agrees to pay costs, expenses and reasonable attorney's fees incurred in enforcing the obligations of this Indemnity Agreement.

Without limiting the previous Paragraph, this Agreement to indemnify and hold harmless shall include the reasonable attorney's fees and related expenses incurred to prosecute or defend any lawsuit, administrative proceeding or arbitration; shall extend to any claim or assertion that the indemnifying party breached or waived any provision of any policy, endorsement or application; and shall include any claims or assertions of bad faith, breach of covenant of fair dealing, unfair claims or insurance practices, deceptive trade practices, extra- contractual or exemplary damages arising wholly, or in part, from the action or inaction of the indemnifying party.

The obligations of the Indemnity Agreement shall be performable in Denton, Denton County, Texas. Such of the undersigned as may be non-residents of the State of Texas recognize that this Indemnity Agreement is a contract with a resident of the State of Texas and to be performed in the State of Texas. Such of the undersigned as may be non-residents of the State of Texas hereby designate the Secretary of the State of Texas as said undersigned's true lawful attorney upon whom service of process may be made in connection with any suit which may be brought by Company to enforce the terms of this Indemnity Agreement.

Company: **Acacia Insurance Managers, LLC**

By: _____

Title: _____

Date: _____

Producer: **Agency**

By: _____

Date: _____

ADDENDUM # 1 – COMMISSION

Company will pay commissions on an as earned basis per the following schedule:

<u>Product Name</u>	<u>Commission Percentage</u>
Monthly “Standard” Policy	_____ %
Two Month “Standard” Policy	_____ %
Six Month “Standard” Policy	_____ %