

AGENCY PROFILE

Firm Name: _____

DBA: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Website: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Entity Type: Corporation LLC Sole Proprietorship Partnership

FEIN or SS#: _____

Year Agency Established: _____

Resident Agency License #: _____ Nat'l Producer License #: _____

States of Operation: _____

AGENCY CONTACTS

Role	Name	Email
Principal:	_____	_____
Accounting:	_____	_____
Operations:	_____	_____
Marketing:	_____	_____
Producer:	_____	_____
Producer:	_____	_____

What areas of coverage are you interested in placing with Allen Financial?

- Agribusiness
- Equestrian
- General Commercial
- Special Events
- Cannabis – HNL
- Tattoo & Body Piercing Studios
- Salons, Spas, & Medi-Spas

GENERAL QUESTIONS

Has agency ever had received any E&O claims, judgments, or proceedings? Yes No

Has agency ever had a license denied, revoked, suspended, canceled or non-renewed by any state? Yes No

Has Agency or Agency Principal filed for, or been discharged from, any bankruptcy, insolvency, or assignment for the benefit of creditors with a filing or discharge date within the last five years? Yes No

Has the Agency ever been disciplined, fined or censured by a state insurance department or any regulatory body or court? Yes No

Is the Agency now the subject of any complaint, investigation or proceeding that could result in a YES answer to any of the previous questions? Yes No

Has any agency principal been convicted, plead guilty or plead no contest to any felony or misdemeanor involving dishonesty or breach of trust within the last five years Yes No

→If the answer to any of the above questions is YES, provide complete details and appropriate documents, such as official court records.

Required Documents: Application will not be processed without these documents.

- 1. Brokerage Agreement
- 2. Completed Agency Profile
- 3. Copy of ALL Agency Licenses
- 4. Current proof of E&O Coverage
- 5. Current W-9 Form

I have completed the above information in its entirety and wish to be considered for appointment. I realize that if all paperwork is not submitted, our agency will not be considered for appointment with AmRisk Insurance Group.

Name: _____ Title of Agency Principal: _____

Signature: _____

BROKERAGE AGREEMENT

AGREEMENT, Made this _____ day of _____, 20____, By and Between AMRISK INSURANCE SERVICES with it's principal place of business located at 13880 N Northsight Blvd., Ste 109, Scottsdale, AZ 85260 hereinafter referred to as COMPANY; and

a(n), _____ with an office and principal place of business located at :

_____, hereinafter referred to as the BROKER.

WHEREAS, the Broker warrants that Broker holds an insurance brokers license

issued by the State of _____ being License No. _____, currently in force; and WHEREAS, Broker wants COMPANY to place insurance business with and for acceptance by admitted carriers and/or non-admitted carriers, in compliance with the laws, rules and regulations pertaining thereto regarding the placement of such business; and

WHEREAS, Broker further certifies that any business which Broker shall submit to COMPANY for placement involving persons or property situated in a state other than that of Broker's domicile, will, if accepted, be effected only in accordance with the laws, rules and regulations governing such placement and not otherwise; and WHEREAS, COMPANY agrees to allow Broker a commission on such business, if and when placed in accordance with a commission schedule as shall be agreed upon by the parties from time to time.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. BROKER shall accept the format of COMPANY's billings, which may take the form of binders, invoices, statements or similar communications. The net balance due as shown on such billings shall be paid by the billing due date, irrespective of whether a policy has been delivered to BROKER by such date. BROKER guarantees the full payment due COMPANY of all premiums including deposit, earned, extension and adjustable premiums, fees, plus applicable state and local taxes, less commission, on every insurance contract bound or written for BROKER pursuant to this Agreement, whether or not collected by BROKER. The net balance will be due and payable as indicated on such billings and may vary based upon the credit terms of the issuing INSURER. The billing relationship for all amounts owed to COMPANY will always be between COMPANY and BROKER and shall not be construed as a direct billing relationship between the Insured and COMPANY, even if COMPANY allows, at its option, payments from an Insured bank or card account. In the event of installment billings due to COMPANY and COMPANY accepts a one-time payment or recurring payments with an Insured bank/card account, BROKER is solely responsible for ensuring all such payments are paid to COMPANY. COMPANY will issue payment to BROKER for any amount paid in excess of the Net amount billed.

The omission of any item(s) from a monthly statement or separate invoice shall not: (1) affect BROKER's responsibility to account for and pay all amounts due; (2) prejudice the rights of COMPANY to collect all

amounts due from BROKER; or (3) extend the time within which BROKER must make payment. *BROKER's obligation to make payment to COMPANY is not contingent upon the issuance of the policy.* Any credit extended to the insured or others shall be at the sole risk and responsibility of BROKER unless otherwise agreed in writing by COMPANY. Attempts by COMPANY to collect premiums (including audit premium) from insured shall not relieve BROKER of liability to COMPANY except to the extent of amounts actually collected by COMPANY from insured, less the expense of such collection. In the event COMPANY shall have to bring any action or proceeding to enforce collection of any amount due under the terms of this Agreement, BROKER agrees to pay all costs incident thereto, including reasonable attorney's fees, incurred by reason of such action or proceeding.

2. Broker agrees to ratably refund to COMPANY commissions on all business placed with COMPANY on canceled policies, or reduced premiums, at the same rate at which such commissions were originally allowed Broker. Such refund shall be paid to COMPANY within thirty (30) days after Broker is advised of the cancellation or reduction adjustment.

3. Anything heretofore or hereafter to the contrary notwithstanding, in the situation where premium for a policy or policies, which have been issued, cannot be fully determined in advance and where an adjustment or determination, after a specific time period, by audit or otherwise, shall have been made, then the amount of such additional premium due shall be paid by the Broker to COMPANY within thirty (30) days after such additional amount shall have been determined and billed to the Broker.

4. The parties hereto understand and agree that in no event, nor under any circumstances whatsoever, shall the Agreement ever be interpreted or construed to the effect that the Broker may bind COMPANY or any company or underwriter represented by COMPANY. If Broker is placing business with COMPANY which is directed to him by another insurance agent or insurance broker he accepts full responsibility as if he were the originator of such placements.

5. The parties agree that in the event of termination of this Agreement, the Broker not being in default and therefore promptly accounting for and paying all accounts for which he may be liable, the Broker's records, and use and control of expirations shall be deemed the property of the Broker and left in his undisputed possession; otherwise the records, policies, dailies and use and control of said expirations shall be vested in COMPANY.

6. All insurance issued by COMPANY on behalf of the Broker, to assured, is not subject to flat cancellation, except prior to inception. All cancellations, however, at the request of underwriters or insurance companies, will be on pro rata basis.

7. This Agreement is not a contract of employment and nothing contained herein shall be construed to create the relationship of employer and employee between the COMPANY and the Broker. The Broker is not an employee, agent or authorized representative of COMPANY or any insurer represented by COMPANY. Broker shall be responsible for Broker's own acts and omissions. The Broker is not authorized to change policies, issue endorsements, cancellations or certificates of insurance on the behalf of COMPANY or any of the companies COMPANY represents, unless specifically authorized in writing to do so.

8. The Broker does not have the authority to assign, adjust, compromise or settle any claim or in any way commit COMPANY or its companies to liability with respect to claims arising under policies written hereunder. All claims, suits and notices are to be immediately reported directly to COMPANY for assignment and handling. Broker agrees to cooperate fully with COMPANY to facilitate the investigation, adjustment, settlement and payment of any claim, when and as requested by COMPANY, and under any procedures as may be agreed from time to time.

The generality of the foregoing is in no way limited.

9. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Arizona the courts of which state shall have exclusive jurisdiction over the parties as respects any disputes arising hereunder.

10. This Agreement may not be changed or modified except in writing and signed by the parties hereto.

11. The parties hereto agree that this Agreement shall not become effective until accepted by COMPANY and, when accepted, shall supersede all previous broker agreements, whether oral or written, between the parties; and the parties agree that this agreement contains all of the contractual arrangements existing between them relative to the brokerage relationship, and all other written or oral arrangements are deemed to be merged herein.

12. It is specifically understood and agreed that notwithstanding anything to the contrary herein set forth, this Agreement shall not be interpreted or construed so as to:

- (a) prevent the Broker from executing other similar agreements with competitive agents;
- (b) compel COMPANY to accept or place all or any of the business offered to it by the Broker;

13. This Agreement may be terminated at any time by either party, upon ten (10) days written notice to the other party, sent by Registered or Certified Mail, Return Receipt Requested. Such termination shall in no event affect the respective rights or liabilities of either party accruing up to the date of termination. Irrespective of termination in accordance herewith, any subsequent business placed by the Broker with COMPANY shall be deemed to be in accordance with the terms of this Agreement and as though this Agreement were still in full force and effect.

14. The Broker represents and warrants to COMPANY that the Broker now has in force and effect a valid and binding contract of liability insurance covering the Broker for damages occasioned by errors and omissions alleged to have been caused by the Broker. Said contract is written with _____, and said contract was issued on _____, and bears Number _____. The Broker further warrants and represents that the premium for said policy has been fully paid and that the Broker shall keep such policy, or one similar thereto, in full force and effect at all times during the continuance of this Agreement, in limits of not less than one million dollars (\$1,000,000).

15. Notwithstanding any other provision of this Agreement and as a special consideration of this Agreement by COMPANY, the Broker agrees for him or herself, or if a corporation, by it and its principals individually, that it will hold COMPANY, and COMPANY's agents, servants and employees free and harmless, and indemnify them from each and every claim of alleged errors and omissions caused by, or related to, the acts of the Broker, its agents, servants, principals and employees, including legal fees, costs and disbursements that may be reasonably be incurred by COMPANY in the defense of such claim or claims to the full extent thereof, with interest thereon, until paid.

16. In the event the Broker, under this agreement is a corporation, it is agreed that the undersigned corporate officer(s) shall personally guarantee the performance of this agreement and personally indemnify COMPANY for any damages or expense caused by any breach of this Agreement.

17. Broker shall not insert any advertisement referring to COMPANY or any insurer used or managed by COMPANY, or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement, so referring, without the express written consent of COMPANY. In the event COMPANY shall be subjected to loss or expense arising out of any unauthorized advertisement, publication or statement of Broker, Broker shall be liable for all resulting damages or costs.

18. This Agreement contains the complete understanding between Broker and COMPANY and supersedes any and all previous agreements between Broker and COMPANY, and it may not be altered or modified except in writing over signatures of both parties thereto.

Allen Financial Insurance Group does not double broker accounts under any circumstances. Please do not submit any accounts which are double brokered. Failure to comply with this policy will result in loss of appointment with Allen Financial Insurance Group _____ **Initial Acceptance**

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first above written.

BROKER

Name: _____ Title of Agency Principal: _____

Signature: _____

Agreement accepted and effective at Scottsdale, Arizona

this _____ day of _____, 20_____.

AMRISK INSURANCE SERVICES

Name: _____ Title of Agency Principal: _____

Signature: _____