



AGENCY APPLICATION FORM

AGENCY INFORMATION

Agency Name:

Physical Address:

City, State, Zip code:

Phone: Fax:

Email: Tax ID:

Website:

Number of Location: (If more than 1 please fill out additional location form on page 4.)

Mailing Address (If different from physical address)

Statement Address (If different from physical address)

PRINCIPAL AGENT INFORMATION

First & Last Name:

Email:

SSN: DOB: DL #:

Agent License Number: Expiration Date:



AGENCY / AGENT BANK INFORMATION

AGENCY / AGENT SWEEP ACCOUNT INFORMATION

Bank Name:

City, State, Zip code:

Routing Number:

Account Number:

I authorize Jubilee General Agency to withdraw premium payments from the premium trust account listed above.

SIGNATURE: _____ DATE: _____
NAME: _____ TITLE: _____

Please provide the copy of the voided check for above listed account for confirmation. Thank You!

AGENCY / AGENT COMMISSION ACCOUNT INFORMATION

Bank Name:

City, State, Zip code:

Routing Number:

Account Number:

I authorize Jubilee MGA to deposit dues, based on my monthly commission statement, directly to the bank account listed above.

SIGNATURE: _____ DATE: _____
NAME: _____ TITLE: _____

Please provide the copy of the voided check for above listed account for confirmation. Thank You!



AUTHORIZED AGENT INFORMATION

Contact First & Last Name:

Owner First & Last Name:

Owner Email:

Authorized First & Last Name:

Authorized Email:

LICENSE INFO

Agency License Number:

Agency License Expiration Date:

E & O INSURANCE

Policy Number:

Policy Expiration:

Policy Limit:

Policy Deductible:

ELECTRONIC SIGNATURE & BRIDGE TYPE

EMAIL ELECTRONIC SIGNATURE:

SIGN NOW ELECTRONIC SIGNATURE:

Bridge Type: ITC Turborater Quickquote
 Other



ADDITIONAL LOCATION FORM

Location Name:

Location Address:

City, State & Zip Code:

Phone: Fax: Tax ID:

Email:

AGENT INFORMATION

Agent First & Last Name:

Agent License Number: Agent License Expiration Date:

SSN: DOB:

BANK INFORMATION

Premium Trust Bank Name:

Routing #: Account #:

I authorize Jubilee General Agency to withdraw premium payments from the premium trust account listed above.

Commission Account Bank Name:

Routing #: Account #:

I authorize Jubilee MGA to deposit dues, based on my monthly commission statement, directly to the bank account listed above.

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____



Please email the copy of the following documents to:

INFO@JUBILEEMGA.COM

1. E&O
2. W9
3. Voided Checks for Premium Trust Account & Commissions Account

I _____ hereby declare that the information I have provided in the above application is true to my knowledge.

PRODUCER:

SIGNATURE:

NAME:

TITLE:

DATE:



Jubilee General Agency

jubileemga.com

PRODUCER AGREEMENT

PRODUCER AGREEMENT

This Producer Agreement ("Agreement"), by and between Jubilee General Agency, Inc. hereinafter "MGA", "We", "Us", and "Our", and the undersigned Producer [] hereinafter "Producer", "You" and "Your" is made and entered into as of the [] day of [] 20[] .

Please mail Our copy of this Producer Agreement to:

MGA PRODUCER LICENSING

Whenever notice is to be given pursuant to this Agreement to you, it shall be done by written notice and personally delivered or sent to You to the address noted below:

NAME: []
ADDRESS: []
CITY: [] **STATE:** [] **ZIP:** []

Producer desires to place contracts of insurance through companies represented by MGA (those companies referred to herein as "Insurer" or "Insurers") and utilize the business relationships, knowledge, and services of MGA. MGA is willing to offer to Producer the placement of insurance with Insurers duly contracted with MGA. In consideration of the mutual promises contained in this Agreement, it is agreed as follows:

Item 1. Definitions

- a) "Policy" means any contract of insurance issued through an Insurer represented by Us pursuant to this Agreement.
- b) "Renewal" means any contract of insurance issued through an Insurer represented by Us, that:
 - 1. is effective within sixty (60) days after the expiration date of any Policy or Renewal thereof;
 - 2. provides substantially similar coverage as any such Policy or Renewal;
 - 3. is issued to the same named insured as such Policy or Renewal; and
 - 4. is issued using your Expiration Information.
- c) "Expiration Information" means business records and information originating with You regarding any applicant or insured under a Policy or Renewal, including the name and address of the applicant or insured, and the date of expiration and policy limits of any Policy or Renewal. Subject to the provisions of Section 6(b), You will own all rights in the Expiration Information.
- d) "Underwriting Guidelines" means instructions that We provide to You in writing or electronic format, which may include, without limitation, insurance applications, underwriting rules, service standards, rates and rating procedures, commission schedules, and premium payment plans for the Insurers represented by Us.

Item 2. Authority

- a) You have authority to solicit, provide quotes, submit applications of insurance, and collect, receive, and issue receipts for premiums for authorized insurance products in the state(s) in which Our Insurer and You are duly licensed, subject to and in accordance with this Agreement and the Underwriting Guidelines. Except as otherwise provided in writing by Us, a risk shall be deemed insured only when We or an Insurer represented by Us execute and deliver a completed Policy to You and Your insured. Producer shall not make, alter, or vary any terms of coverage, or modify the terms of payment of any premium or deposit or incur any liability for MGA or Our Insurers.
- b) You do not have authority to bind Us or any of Our Insurers, or to commit to issue binders, or policies of insurance on behalf of MGA or any of Our Insurers, or to make any representations not strictly in accordance with the policies and contracts placed pursuant to the terms and conditions of this Agreement.
- c) Without Our prior written consent, you do not have authority to and You will not:
 - 1. adjust any claim;
 - 2. grant binding authority to, or accept business subject to this Agreement from other agencies or brokers, or any

producers, solicitors, or sub-producers who are not Your employees

3. Issue financial responsibility filings unless expressly authorized, issue filings with any state or municipal agency, or issue policies, endorsements, renewal notices, or cancellation notices;
4. Issue or communicate certificates of insurance or evidence of insurance placed pursuant to this Agreement unless: (i) such authority is expressly authorized in writing to Producer by MGA; and (ii) such authorized certificates or evidence of insurance are strictly in accordance with each Insurer's policies, contracts, and the terms of this Agreement. If Producer provides copies of certificates or evidence of insurance to MGA, it is understood that MGA will not review, analyze, or otherwise comment on the accuracy, completeness, or propriety of any certificate or evidence of insurance and will not have any responsibility to provide copies of such certificates or evidence of insurance to Insurers unless required by the respective Insurer's contract with MGA. Producer is solely responsible for the accuracy and completeness of any certificate or evidence of insurance the Producer issues.
5. provide or disclose information contained in any Underwriting Guidelines or applications to any third party; or
6. use Our name or the name of any Insurers represented by Us in any advertisement or promotional material.
- d) We have authority to:
 1. expand, restrict, or modify, in writing, any part or all of Your authority to represent Us hereunder;
 2. forward to You Underwriting Guidelines changed by the Insurer provided to Us upon written notice to You, specifying the effective date of any such change;
 3. contact, or use any third party to contact, any person insured through our Insurers or who has applied to be insured through our Insurers, to:
 - a) provide customer service to the person;
 - b) request, receive, or verify any information related to the person;
 - c) notify the person of, and collect premiums due on any Policy or Renewal; or
 - d) change the terms of any Policy or Renewal.
 4. access and use information regarding Policies and Renewals, including Expiration Information, only for the purposes set forth in Item 2(d)(3), market research, product development, regulatory compliance, or determining compliance with any provisions of this Agreement.
- e) Without Your prior written consent, We do not have authority to and We will not:
 1. use any Expiration Information for the purpose of soliciting any Policy, Renewal or other insurance product, except in accordance with Item 6(a)(5) and Item 6(b); or
 2. disclose Expiration Information to any third party, except as necessary for the purposes set forth in Item 2(d)(3). If We disclose Expiration Information to a third party pursuant to Item 2(d)(3), We will take reasonable steps to ensure confidential treatment of the Expiration Information by the third party.
- f) Our authority under Item 2(d), as limited by Item 2(e), will survive the expiration or termination of this Agreement.
- g) By signing this Agreement, You agree that We may order and review pertinent background information on you, including but not limited to credit history, current license, or any other information deemed necessary by us.

Item 3. Duties

- a) You will:
 1. forward all applications and premiums to Us, or if authorized, directly to an Insurer that We represent in any reasonable manner that We may specify, which may include, without limitation, electronic transmission. Completed applications are not contracts of insurance until coverage is confirmed in writing by MGA or the Insurer with whom the application is placed. The Insurers represented by MGA expressly reserve the right to reject a completed application submitted by You or on Your behalf;
 2. reasonably ensure that all applications are complete and contain accurate information to the best of the Producer's knowledge and that all material facts of which the Producer is aware are accurately described and completely disclosed. Producer further represents and warrants that to the best of the Producer's knowledge, such applications shall contain no material misrepresentations of any kind and that the Producer shall provide prompt notification of any material facts that the Producer becomes aware of that may affect the risk during the policy period and at any subsequent renewal;
 3. present to each applicant all promotional and instructional materials and any other information that We may direct You to present to the applicant;
 4. comply with all applicable Federal, State, and Local laws relating to the sale of insurance coverage pursuant to this Agreement, including, without limitation, producer, broker, and solicitor licensing laws. On notices of cancellations and notices to non-renew, Producer waives the right to receive advance notice prior to such mailing or delivery to the named insured, as allowable by law;

5. pay for all of Your operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes;

6. maintain an errors and omissions policy of insurance with minimum limits of liability of one million dollars (\$1,000,000) covering You and each of Your employees and submit proof of coverage annually to Us;

7. comply with Underwriting Guidelines as authorized by the Insurer through Us;

8. immediately instruct each insured to report all losses directly to the Insurer, and immediately refer to the Insurer any inquiry or report concerning any claim or loss that You may receive;

9. retain in an orderly fashion, for the period specified in the Underwriting Guidelines, all original signed applications, as well as original signed exclusions and rejections of optional coverage under any Policy or Renewal, if electronic transmission is selected pursuant to subsection 3(a)(1). Producer shall not discard or destroy any such documents without prior written consent from Us or the Insurer. Notwithstanding the foregoing, after any such document has been retained by You for a period of at least three (3) years, You must send it, or an accurate copy thereof, to Us, unless waived by Us and upon expiration or termination of this Agreement, You will send to Us all aforementioned documents or accurate copies thereof;

10. grant Us access to any of Your facilities for the purpose of inspecting any and all documents and records pertaining to this Agreement and the enforcement thereof, and to provide reasonable assistance in performing any such inspection;

11. provide to Us, or any Insurer represented by Us, upon request, any information in Your possession or control that We may request by 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;

12. refund unearned commissions to Us if We bill You at the same rate that such commissions were paid to You; and

13. keep any trust accounts referred to in Item 7 current with any premiums received by You for Us or Insurers represented by Us.

14. The MGA shall provide access to the Producer to the online policy management system of the MGA which includes the use of electronic signatures by the insured and Producer. Producer agrees to the following obligations when utilizing the electronic signature process:

a. Follow proper identification procedures to determine and prove the identity of the applicant;

b. The Producer shall not attempt to explain any web pages that confuse or are unclear to the applicant when presented;

c. advise the applicant that the application will utilize an electronic signature process and the acceptance and 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

e. not make, alter, waive, modify misrepresent or discharge any of the terms or provisions set forth in a policy, endorsement, applications, binder or the MGA's website.

b) We or any Insurer represented by Us will:

1. issue all policies, endorsements, renewal notices, cancellation notices, certificates, filings, and other required documentation of coverage;

2. Adjust or arrange for the adjustment of all claims. Only the Insurer represented by us has authority to adjust or arrange for the adjustment of claims;

3. promptly inform You of any material change to any Policy or Renewal;

4. fulfill obligations under any Underwriting Guidelines, Policies, and Renewals;

5. pay You commissions as provided in this Agreement and Addenda thereto;

6. provide to You the Underwriting Guidelines of, and promptly notify You of any material change to the Underwriting Guidelines of any Insurer represented by Us.

c) Your duties under Item 3(a)(1) and 3(a)(8) through 3(a)(13) and Our duties under Item 3(b)(1) through 3(b)(5) will survive the expiration or termination of this Agreement.

Item 4. Commissions

a) We will pay You commissions on Policies and Renewals based on Our applicable commission schedules in effect as of the inception date of each such Policy or Renewal provided that:

1. You are properly licensed;

2. You have paid all amounts that are due and owing to Us, and;

3. You are the producer of record at the inception of the Policy or Renewal.

b) Based on any change in Your annual projected written premium, We reserve the right to change Your commission schedules

at any time.

- c) Commissions shall be computed by Us and a check or electronic payment for such commissions will be furnished to You.
- d) Any credit balances specified in the commission statement provided by us shall be paid by you no later than the 20th day of the month in which the statement was received.

Item 5. Terms and Termination

- a) This Agreement will expire upon the anniversary of the Effective Date if either party so elects by giving written notice to the other party at least thirty (30) days prior to the anniversary date. Absent such notice, this Agreement will automatically renew for successive one year periods, subject to expiration on any anniversary of the Effective Date, as provided above.
- b) Unless otherwise required by applicable state law, this Agreement may be terminated by either party immediately upon written notice.
- c) Unless otherwise required by applicable state law, if either party fails in any material respect to comply with the provisions of this Agreement and such failure is not cured within thirty (30) calendar days after receipt of written notice thereof, then the other party may terminate this Agreement immediately upon written notice to the party failing to comply.
- d) This Agreement will terminate immediately if your Producer's license or certificate of authority issued by Your licensing jurisdiction is cancelled, revoked or expires.
- e) This Agreement will terminate immediately upon the death of the Producer, if the Producer is an individual.
- f) This Agreement will be terminated if:
 - 1. any petition or similar pleading under any provision of any bankruptcy act or similar law, State or Federal, shall be filed by the Producer; or
 - 2. any such petition, pleading or proceeding is filed against the Producer and is not dismissed within thirty (30) days from the date it is filed; or
 - 3. You admit in writing that You are insolvent or unable to pay Your debts.

Item 6. Rights after Expiration or Termination

- a) Upon and after the expiration or termination of this Agreement:
 - 1. All authority given to You by this Agreement ends;
 - 2. The Insurers may notify policyholders of the expiration or termination of this Agreement;
 - 3. You will promptly return all of Our manuals, forms, records, materials, applications, rate guides, Underwriting Guidelines, software, and any other property that We have furnished to you, and all such property of Insurers represented by Us;
 - 4. all in-force Policies and Renewals will continue to normal expiration, subject to their terms; and
 - 5. unless otherwise notified by You in writing, the Insurers represented by Us may, at their discretion, offer to renew Policies and Renewals written hereunder. When required by applicable law, the Insurers will offer to renew such Policies and Renewals. If the Insurers make such offers to renew, the Insurers will continue to designate You as the producer, and We will pay You commissions through the first renewal or 12 months following the contract termination, whichever occurs first.
- b) If this Agreement is terminated by Us pursuant to Item 5(c) due to Your failure to pay all amounts due and owing to Us, then We will own all rights to Expiration Information.

Item 7. Fiduciary Responsibilities

- a) All funds received by you as premiums for insurance written under this Agreement will be held by You in a fiduciary capacity in trust for Our benefit. If mutually agreed, You will deposit such funds into a bank account for electronic transfer to Us or the Insurers represented by Us. If You fail to remit or make these funds available to Us or the Insurers represented by Us in a timely fashion, as determined by the Underwriting Guidelines, We will exercise a first lien on such funds. After the expiration or termination of this Agreement, You will continue to hold these funds in a fiduciary capacity, in trust, for the benefit of Us or the Insurers represented by Us until You remit or make these funds available.
- b) Notwithstanding anything in this Agreement to the contrary, We may offset any amounts due and owing to You against any amounts due and owing by You to Us.
- c) Your responsibilities pursuant to this Item will survive the expiration or termination of this Agreement.

Item 8. Indemnification

a) We will indemnify and hold You harmless for and from all liabilities, losses, damages, judgments, actions, and expenses, including reasonable attorneys' fees (collectively, "Losses"), that You sustain due to Our negligence, any acts, errors or omissions on Our part, or Our failure to comply with the provisions of this Agreement, including, without limitation, Our failure to perform Our duties set forth in Item 3, provided that We are legally liable to You for such Losses. You will immediately notify Us when You learn of or receive any claim that You feel is covered under this Item. We have the right to participate in the investigation and defense of any such claim, and may, at Our option, assume full defense of any action filed.

If We assume the defense, We will not be liable to You for any cost of litigation, including without limitation, court costs and attorneys' fees that you incur subsequent to Our decision to assume defense of any such action.

- b) You will indemnify and hold Us harmless for and from all Losses that We sustain due to Your negligence, any unauthorized representations, acts, errors, or omissions on Your part, or Your failure to comply with the provisions of this Agreement, including, without limitation, Your failure to perform Your duties set forth in Item 3, or failure to comply with restrictions on Your binding authority as set forth in our Underwriting Guidelines, provided that You are legally liable to Us for such Losses.
- c) The Producer shall have no claim or cause of action against the issuing carrier of all policies written with the MGA. The Producer shall look solely at the MGA for any and all commissions, expenses, costs, causes of action and damages, including but not limited to extra contractual obligations, arising in any manner from the actions or inactions by the MGA.
- d) This Article will survive the expiration or termination of this Agreement.

Item 9. Miscellaneous

- a) This Agreement will be governed by and interpreted under the laws of the state(s) set forth in Item 2(a). Any provision of this Agreement that is contrary to controlling law is hereby deemed to be amended to bring it in compliance with applicable law. The determination by a court of competent jurisdiction that any provision of this Agreement is unenforceable will in no way impair or affect the validity or enforceability of any other provision of this Agreement.
- b) This Agreement contains the entire understanding between the parties and supersedes all previous agreements between the parties, oral or written, with respect to any insurance product that You are authorized to solicit under this Agreement. This Agreement will not affect, alter, or impair any agreement between the parties with respect to any other insurance product(s).
- c) This Agreement may not be altered or modified except if specified in writing and executed by both parties.
- d) This Agreement will be binding on and will inure for the benefit of the parties and their respective successors and permitted assignees. Except as provided by this Item 9(d), neither this Agreement nor any rights or duties hereunder may be assigned or delegated by either party without the prior consent in writing of the other party, which will not be unreasonably withheld. Upon written notice to You, We may assign or delegate Our rights or duties under this Agreement to any of Our corporate affiliates. Upon written notice to Us, You may assign Your rights to receive commissions on Renewals to any insurance producer. Upon receipt of such notice We will pay such commission to the assignee, provided that the conditions of Item 4(a) are met with respect to the assignee and the Renewals giving rise to such commissions.
- e) The captions contained in this Agreement are for organizational purposes only and do not constitute a part of this Agreement.
- f) A party's failure to insist upon strict compliance with any of the provisions of this Agreement or the Underwriting Guidelines will not constitute a continuing waiver of the right to insist upon such compliance.
- g) The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies available to the parties at law or in equity.
- h) Pursuant to the Gramm-Leach-Bliley Act and any other state or federal law, Producer agrees to keep confidential all documents, materials, and information relating to MGA and Insurers represented by MGA, regardless of how such documents, materials or information are acquired by Producer and will not disclose any of the aforesaid or any information derived therefrom without prior written consent of MGA.
- i) It is agreed and understood that You are an independent contractor representing the purchaser of insurance. Insofar as transactions under this Agreement are concerned, Producer is an independent contractor and **not** the agent of MGA or any Insurers represented by MGA. This Agreement is not exclusive as to either party.
- j) Producer shall indemnify and hold MGA harmless against liability for damages and expenses, including legal and other reasonable expenses, which MGA may incur as a result of the negligent or wrongful acts of Producer or any act of Producer in violation of the Agreement.
- k) Whenever notice is to be given pursuant to this Agreement to Us, it shall be done by written notice, and personally delivered or sent to the party by certified mail, postage prepaid, to the address listed below, and such notice shall be deemed to have

been given on the date following the postmark date. Unless otherwise instructed, notice shall be addressed to:

JUBILEE GENERAL AGENCY, INC.

- l) To expedite the processing of applications and other documents from You to Us and provide better service to the consumer, a third party comparative rater vendor can automatically produce the application, declarations page, I.D. card and endorsement(s) using a point of sale process from one or more of the Insurers represented by Us. We take no responsibility for the actions of third party comparative rating vendors and do not assume responsibility for any action by You.

Producer hereby agrees that the six (6) pages of this Producer Agreement and any and all accompanying Addendums attached hereto have been read and fully understood.

Executed this day of , 20 .

Jubilee General Agency, Inc.

Producer

By:

By:

Name:

Name:

Title:

Title:

Personal Guaranty

In consideration of Jubilee General Agency, Inc. entering into this Producer's Agreement with the Producer listed above and as an inducement for such contract, I personally guarantee the faithful performance of the obligations listed above and assumed by the Producer listed above and hereby bind myself individually to pay any money which the Producer owes MGA and/or the Insurers represented by Us by virtue of this Agreement and that if any such money owed is over 60 days past due, I authorize MGA to sweep my bank account or charge my credit card.

Date:

By:

Individual:



**TEXAS COMMISSION SCHEDULE ADDENDUM
TO JUBILEE GENERAL AGENCY, INC.
AGENCY AGREEMENT**

Name of Agency / Agency Principal:

Street Address:

City, State ZIP Code:

Effective Date:

In full consideration of the services to be performed by **Producer** under the Producer Agreement, **MGA** shall pay **Producer** a commission equal to a percentage of the monthly Net Earned Premium received as specified below, applicable to policies produced by **Producer** and written by the **MGA**, at the commission rate or rates set forth below:

Line(s) of Business

Commission Rate(s)

**Personal Auto Program:
Texas Program**

15% of Net Premium **Received** on New Policy Transactions

15% of Net Premium **Received** on Renewal Policy Transactions

Such commission shall be paid to the **Producer** on a monthly basis, not later than the fifteenth (15th) day of the month following the month in which the applicable policy transactions become effective.

Capitalized terms herein shall have the same meaning as set forth in the Producer Agreement. The foregoing Commission schedule shall be effective as of the date specified above and shall remain in full force and effect until revised in accordance with the terms of the Producer Agreement.

Accepted and Approved by,

By:

Agency Owner or Principal Signature

Accepted and Approved by,

By:

Jubilee General Agency, Inc. – Principal Signature

Printed Name

Printed Name