

TriGlobal Insurance Services, Inc
P.O. Box 984, Danville, Ca 94526
Phone: 925-365-3200 Fax: 925-226-1422

Dear Producer

TriGlobal Insurance Services, Inc looks forward to doing business with your agency and beginning a good working relationship.

Checklist

- Legible copy of your current broker's license
- Legible copy of your broker's bond
- Copy of your current E & O Policy declaration page
- Completed brokerage contract
- Completed Producer Questionnaire
- Two business cards with current business name
- W-9

AND---a voided check from your trust account

Please **fax** or email the completed information to Sam Frappalini: 925-226-1422 (fax) or samf@tgibrokers.com

Sincerely,

Marketing Department

Producer Questionnaire

Page 1 of 2

Legal Agency Name: _____

DBA: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Street Address: _____

Phone Number: () _____ Fax Number () _____

Agency is a: Partnership Sole Proprietorship Corporation S-Corporation

Date Agency Established: _____ Federal ID or Sec. No.: _____

Name and addresses of all persons having an ownership interest in agency. Please attach additional sheets if necessary.

Name of Owner # 1 _____

Home Address: _____

City: _____ State: _____ Zip: _____

Name of Owner # 2: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Name of Owner # 3: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Total Number of employees: _____ Number of Producers: _____

Key Employees:	Name	Title	Years with Agency
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_____	_____	_____	_____
_____	_____	_____	_____

Producer Questionnaire

Page 2 of 2

Have you or anyone in your agency been sued concerning insurance related activities?

Yes No If yes, please explain on a separate sheet and attach this form.

Have you, your employees, or your agency been disciplined by any State Agency or Department of Insurance?

Yes No If yes, please explain on a separate sheet and attach this form.

Has any Error & Omission claims been made in the most recent five years against your agency, officers, partners or owners?

Yes No If yes, please explain on a separate sheet and attach this form.

Financial Information:

Bank Name: _____

Mailing Address: _____

Trust Account #: _____ Average Balance: \$ _____

Do you have overdraft protection: Yes No

Please list your top 5 companies and MGAs you place business with in order of volume:

Name	Underwriting Carrier	No. of Years	Annual Earned Premium	Loss Ratio
_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____%
_____	_____	_____	_____	_____%

It is agreed that the statements on this application or any material submitted herewith are true and accurate representation of the applicant and they shall be deemed material to the acceptance of risk(s) from the brokerage by preferred TriGlobal Insurance Services, Inc., and acceptance is done in reliance upon the truth of said representation.

Name (Please print): _____

Limited Producer Agreement

This agreement, made and entered into TriGlobal Insurance Services, Inc, and

Producer: _____

Mailing Address: _____

Hereinafter called Broker

1. Broker shall have no authority to bind any coverages on new or renewal business or claim hereunder, or make any changes in terms and conditions of any policy of insurance.
2. Broker shall have no authority to accept or bind risks in the name of TriGlobal Insurance Services, Inc, or any company represented by TriGlobal Insurance Services, Inc.
3. In the event an unauthorized binder is issued by the broker thru TriGlobal Insurance Services, Inc, or company(s) represented by TriGlobal Insurance Services, Inc suffers loss, producer agrees to indemnify, hold harmless and defend TriGlobal Insurance Services, Inc, and/or company against any judgment or settlement and for all loss and expense, including attorney fees and investigation, incurred by the company(s) or by TriGlobal Insurance Services, Inc, in the payment or defense or claim or loss resulting from said unauthorized.
4. TriGlobal Insurance Services, Inc, will allow producer commissions at such rates as agreed from time to time by the parties hereto. In the event of return premium becoming due for any reason whatsoever, producer shall refund commission to TriGlobal Insurance Services, Inc at the same rate at which commission was originally allowed. It is agreed that there will be no commission paid on any policy fees, taxes or other fees added to the policy.
5. Producer agrees that no flat cancellation shall be allowed. Broker will pay to TriGlobal Insurance Services, Inc, any and all open accounts, accounts stated or other indebtedness arising out of or relating to policies of insurance under this agreement. Broker further guarantees to pay earned premiums (including minimum premiums) and all other fees and charges for the time coverage is in force and effect on any and all insurance policies written through facilities of TriGlobal Insurance Services, Inc. Broker shall be responsible for arranging for the return to the insured of unearned premium and unearned commissions that belong to the insured. Broker shall remit all payments to TriGlobal Insurance Services, Inc on the same day of broker's bind request. Broker shall hold all payments received from insured in trust until payments are transmitted to TriGlobal Insurance Services, Inc. No payment accepted or received by broker shall be deemed paid to TriGlobal Insurance Services, Inc

- until such payment shall be received in hand by TriGlobal Insurance Services, Inc. Any violation of the forgoing shall be considered a breach of the broker's fiduciary responsibilities and obligations to TriGlobal Insurance Services, Inc, and its insurance companies and MGA(s). Broker recognizes that any violation of the terms of this paragraph shall be sufficient cause for rescission of this agreement.
6. The producer may submit business from the states that there are licensed in. It is agreed that within said states, the producer shall be free to exercise his judgment as to the person solicited and the time, manner, means and places of solicitations, and TriGlobal Insurance Services, Inc, shall not be responsible for any expenses incurred by the producer in such solicitations, or any brokerage expense.
 7. The producer is not an agent; employee or representative of TriGlobal Insurance Services, Inc, or any company(s) represented by TriGlobal Insurance Services, Inc. No act of the producer shall be binding on TriGlobal Insurance Services, Inc or its company(s). The producer represents that he/she is duly authorized under the laws of the state in which they are licensed. The producer shall be transacting business on behalf of his/her client and not TriGlobal Insurance Services, Inc.
 8. TriGlobal Insurance Services, Inc, will use its efforts to give the producer reasonable advance notice of the expiration of all policies, but failure to provide such notice shall not render TriGlobal Insurance Services, Inc liable. In the event that the producer not being in default and therefore promptly accounting for and paying all accounts for which he/she may be liable, the producer(s) records and use and control of expirations(s) shall be deemed the property of the producer and left in his/her undisputed possession and control.
 9. Producer agrees to indemnify and hold harmless the TriGlobal Insurance Services, Inc any of its employees and agents, along with any of its underwriting companies, claim adjusting companies or insurance companies from and against any and all claims arising out of or relating to any alleged act or alleged failure to act on the producers which results in any claim, demand, action or cause of action against TriGlobal Insurance Services, Inc or its underwriting companies, claim adjusting companies or insurance whether or not said claim, demand, action or cause of action be meritorious. Producer agrees promptly notify TriGlobal Insurance Services, Inc of any claim, demand, action or cause of action in which the TriGlobal Insurance Services, Inc or any of its underwriting companies, claim adjusting companies or insurance companies from any and all loss, expense, demand, action or cause of action, settlement or judgment including expensed of investigators, expert witnesses, court costs, attorney fees of the like arising from or relating to any alleged failure to act on the part of the producer whether or not said claim, demand, action or cause of action be meritorious.

10. Producer agrees that in the event broker's agents, sub-agents of affiliate performance on broker's part violate the terms and provisions of this agreement, neither TriGlobal Insurances nor any companies or representatives are liable.
11. Litigation arising out of or related to the performance of its underwriting companies, adjusting companies or insurance companies shall be obligated to defend, indemnify not hold producer harmless from any and all such claims. Nothing herein shall preclude TriGlobal Insurance Services, Inc, at its option from undertaking producer's defense though any such undertaking on the part of TriGlobal Insurance Services, Inc, shall be deemed an accommodation and not a contractual obligation.
12. Producer in placing business under this agreement recognizes that broker is a representative of the insured and is not acting as an agent or representative of TriGlobal Insurance Services, Inc or its insurance companies, or claim adjusting companies. Producer also represents and warrants that further warrants his/her authority to sign applications for insurance, for and on behalf of the insured(s).
13. TriGlobal Insurance Services, Inc or the insurance company shall have no responsibility for any expense incurred by broker no matter howsoever arising.
14. Producer shall abide by the California Fair Claims Settlement Practices Regulations when handling claims.
15. In the event of any dispute arising between the parties relating to this agreement, it is agreed that the only venue for litigation shall be Alameda County, California. It is also agreed that the prevailing party in any such litigation shall be entitled to recover all reasonable legal and other expenses arising out of such action.
16. Producer agrees that broker will provide each insured with an explanation of the terms and provisions of the policy of insurance including, but not limited to coverage being afforded and also exclusions contained with the policy of insurance.
17. Producer agrees to keep in full force and effect an Errors and Omissions insurance policy with limits not less than \$1,000,000 during the full term of this agreement and will send a copy of policies to TriGlobal Insurance Services at every renewal.
18. The provisions of this agreement are severable, and if any one or more provisions may be determined to judicially unenforceable, in whole part, the remaining provisions shall nonetheless be binding and enforceable.

19. This agreement supersedes and replaces any and all previous agreements and shall be effective as of the date hereafter written and shall remain in force and effect to and until cancellation which may be effectuated by either part giving to the other written notice of cancellation which shall be mailed to the party at the address first herein above written of such other address as may from time to time in writing be specified by a party to this agreement for the giving of notice. Cancellation of this agreement will become effective after the date of mailing and any such cancellation shall comply with the laws of the Suite where the broker's license is issued.
20. Both parties hereto expressly recognize the Broker's independent ownership of its insurance business, however, in the event it is necessary for TriGlobal to cancel this agreement for Broker's failure to remit premiums due to TriGlobal; TriGlobal shall be entitled to all rights or claims to subsequent renewals, additional premiums, or commissions thereon, up to the amounts owed, including the costs to collect the amounts due TriGlobal Insurance.

The parties hereto extending to be legally bound, have affixed their hands this

_____ day of _____ 20__.

Producer:

TriGlobal Insurance Services, Inc
P.O. Box 984
Danville, Ca 94526

IRS # _____

Signature: _____

Signature: _____

Position: _____

Position: _____

TriGlobal also offers other services for insurance agents in helping them increase their retention. Ask us about the **"Agents Increased Retention Program" **