



SNAP Insurance Service, LLC  
P.O. Box 548  
Rockwall, Texas 75087  
(214) 304-2979 / (800) 297-9762  
Fax (800) 474-3136  
marketing@snapmga.com

### AGENT APPOINTMENT CHECKLIST

New Agent      Additional Location      Other:

Name of Agency:

#### Information Below Must be submitted by Fax or E-mail:

- Producer Questionnaire
- Producer Agreement
- Commission Schedule
- ACH Account Authorization
- Direct Deposit for Commissions
- W-9

#### Additional Documentation Required to be submitted with Producer Agreement:

- Copy of Voided Checks (ACH Account Authorization & Commissions Deposit)
- Copy of all Licenses for Producers
- Copy of Loss Ratios from Companies
- Copy of E&O Dec Page (Must include expiration date, Limits of Liability and physical addresses of all locations)

Please return completed paperwork with this cover page to:

Attention: Marketing  
Fax #: 800-474-3136  
E-mail: [marketing@snapmga.com](mailto:marketing@snapmga.com)  
Mail: P.O. Box 548, Rockwall, TX 75087-0548



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**PRODUCER QUESTIONNAIRE**

Producer Code: \_\_\_\_\_ User Name: \_\_\_\_\_ Temp Password: \_\_\_\_\_ New Mexico \_\_\_\_\_ Texas \_\_\_\_\_

**Contact Information**

Producer / Agency Name: \_\_\_\_\_  
*(If using company name, must be licensed accordingly)*

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Business Hours: \_\_\_\_\_ Producer Website: \_\_\_\_\_

Ownership Type:  Sole Proprietor  Corporation  Partnership  LLC Tax I.D. Number: \_\_\_\_\_

Principal's Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ DL # / State: \_\_\_\_\_

Have you ever filed for bankruptcy? Yes No  
 If 'YES', please explain: \_\_\_\_\_

Office Manager or Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

E & O Policy Number: \_\_\_\_\_ Limits: \_\_\_\_\_ Carrier: \_\_\_\_\_ Expiration: \_\_\_\_\_  
 Have you ever had any E&O claim within the past three (3) years? Yes No  
 If 'YES', please explain: \_\_\_\_\_

**Licensed Producers**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Driver's License #/State: \_\_\_\_\_  
 Insurance License Number: \_\_\_\_\_ Insurance License Effective Date: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Driver's License #/State: \_\_\_\_\_  
 Insurance License Number: \_\_\_\_\_ Insurance License Effective Date: \_\_\_\_\_

*(Use additional page to list additional licensed producers)*

**Additional Locations**

Office Manager: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

Office Manager: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Marketing**

Top 3 Carriers	Volume	Written Premium	Loss Ratio	Liab vs. COMP/COLL
1.				
2.				
3.				

I warrant with my signature below that the information provided on this Producer Questionnaire is accurate to the best of my knowledge.

Producer Signature

Date

Company Representative

Date



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## PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT (this "Agreement") is made by and between SNAP Insurance Service, LLC ("Manager") and

("Producer") Located at:

*Producer Name*

*Producer's Address*

### RECITALS

- A. Manager acts as a Managing General Agent for various insurance companies (the "Insurers"); and
- B. Producer holds a valid and existing property and casualty license as an agent issued by each applicable department of insurance for each state in which Producer does business; and
- C. Producer desires to solicit business from time to time on behalf of Insurers, which business such Insurers in their sole discretion may accept or reject.

Therefore, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

### ARTICLE I: APPOINTMENT AND AUTHORITY

- A. Manager hereby appoints and grants authority to Producer to:
  - 1. Solicit, prepare, accept and transmit applications from Producer's clients (the "Insureds") only with respect to such lines of business set forth on the Commission Schedule attached hereto.
  - 2. Deliver policies and endorsements to Insureds, but only with respect to business that has been accepted by Insurers.
  - 3. Collect and remit premiums for such policies to Manager.
- B. It is expressly agreed that the authority of Producer shall be limited and only as defined in this Agreement, in appropriate program manuals, underwriting manuals and/or instructions received in writing from Manager or an Insurer. All business must be produced through Manager's web-based system.

### ARTICLE II: LIMITATION OF RESPONSIBILITIES OF MANAGER

Manager retains sole and absolute discretion to accept, reject, or submit to an Insurer for consideration any application of insurance for risks submitted by Producer and shall incur no liability to Producer, the Insured, or any other person for failure to place any such risks. Manager shall have no responsibility to any Insured, sub-agent, solicitor, or sub-producer of Producer with respect to the adequacy, amount, or form of coverage obtained through Manager. Without limiting the effect of Article X, Producer expressly agrees to indemnify and hold Manager harmless from any claim or liability asserted against Manager as a result of following the Producer's instructions.

### ARTICLE III: NO BINDING OR REPRESENTATIONAL AUTHORITY

- A. Authority of Producer: The authority of Producer to bind insurance coverages shall be limited as defined and set forth in this Agreement, in specific program manuals and/or underwriting guidelines, receipt of which is hereby acknowledged, or as otherwise specifically set out in writing by Manager or an Insurer. Unless prior written authorization is received from Manager, Producer shall have no authority to: (1) bind any Insurer for Manager; (2) commit to or issue binders, policies, or other written evidence of insurance on behalf of Manager; (3) countersign policies, endorsements, insurance certificates or any other evidence of insurance on behalf of Manager or Insurer; or (4) make representations not strictly in accordance with the provisions of the policies and contracts placed under the terms of this Agreement. Producer shall not make, alter, or vary any terms of coverage or payment of any premium or deposit, or incur any liability for or on behalf of Manager or any Insurer.

- B. Flat Cancellations: Once coverage has been bound, no flat cancellations by Producer shall be permitted except to the extent permitted by the applicable program manuals, underwriting guidelines and/or the Insurer.
- C. Compliance With Law: Producer shall at all times comply with rules and regulations promulgated by applicable state departments of insurance.

#### **ARTICLE IV: INDEPENDENT CONTRACTOR**

Producer acts on behalf of the Insured. Producer is not an agent, subagent, or broker for Manager or Insurer. This Agreement and the relationship between the parties and their officers and employees is not intended, and shall not be construed, to create a partnership, joint venture, or employment relationship between Manager and Producer. Producer is for all purposes an independent contractor.

#### **ARTICLE V: REPRESENTATIONS AND WARRANTIES**

Understanding and agreeing that breach or noncompliance of any one or more term or condition hereof shall be deemed a material breach of this Agreement, entitling Manager, without limiting any other remedies that may be available, to terminate this Agreement immediately and without prior notice. Producer now represents, warrants, and covenants as follows:

- A. Licensing: Producer is properly licensed to sell and/or solicit insurance as contemplated by this Agreement in its state of domicile and in all other states in which Producer transacts business. Producer will maintain such licenses in good standing for the duration of this Agreement and will furnish proof of such proper licensing upon request by Manager. Producer will promptly notify Manager of any suspension, revocation, or other disciplinary action taken, or any other impairment, of or with respect to such licenses.
- B. Compliance: Producer is in compliance, and will continue to comply, with all federal, state, and local laws, rules, and regulations applicable to the conduct of the business contemplated by this Agreement, including, but not limited to, laws, rules and regulations applicable to insurance professionals' compensation disclosure requirements. Producer also authorizes Manager to conduct credit and criminal background checks on a periodic basis so long as this Agreement remains in effect.
- C. Insurance: Producer has, and will maintain throughout the duration of this Agreement, an errors and omissions policy covering its activities and obligations under this Agreement, as well as those of its agents, solicitors, servants, employees, and anyone else acting as its representative, with limits of not less than \$500,000 per claim and a per claim deductible not to exceed the Producer's financial capabilities, as determined in Manager's sole discretion. Producer agrees to provide Manager with proof of such coverage annually and at such other times as Manager may reasonably request.

#### **ARTICLE VI: PREMIUMS AND COMMISSIONS**

- A. Remittance of Premium: Producer, upon receipt of any payments from an Insured or proposed Insured, shall within 48 hours remit such premiums to Manager. Producer shall be allowed a commission on such premiums as set forth in Article VI C1, as may be revised from time to time in a manner consistent with the terms of this Agreement. Premiums shall be remitted as follows:
  - 1. New and Renewal Business: Producer shall remit without deduction the gross premiums plus policy fees and/or billing fees (billed by the Manager but received by Producer) to Manager upon receipt.
  - 2. Premiums generated by policy changes will be remitted by Producer to Manager in the same manner as renewal premiums.
- B. Premiums Held in Trust: All premiums received by Producer are the property of the Insured (or proposed Insured) and the Insurer and shall be held by Producer in trust until delivered to Manager. The keeping of an account on Manager's books as a credit and debit account, and the payment of commissions by Manager, shall not be held to modify, affect, or waive the trust relationship as to premiums collected by Producer, nor Manager's interest in unpaid premiums that have not been collected by Producer.
- C. Payment of Commissions:
  - 1. Producer commissions will be paid at least monthly for all transactions completed in the previous calendar month at the rate set forth in the Commission Schedule attached hereto, unless subsequently modified in accordance with Article XIII F.
  - 2. No commission will be paid on policy or billing fees.
  - 3. Upon termination of this Agreement, Producer shall be paid a 5% commission on any renewal business.

- D. Insurer not a Party to Agreement: Producer commissions are paid by the Manager. The Insurer is not a party to this Agreement and is not responsible to Producer for any commission or other amounts arising from Producer's activities pursuant to this contract. If Manager places business under this Agreement with a program that limits the liability of the program's sponsoring insurance company to Producer, then Producer agrees that it shall have no right, claim or cause of action against that insurance company and shall look exclusively to Manager for the payment of or satisfaction of any and all damages, losses, claims, costs, causes of action or expenses (including attorneys' fees), including, but not limited to, extra-contractual damages or losses in excess of policy limits, arising, directly or indirectly, out of or in connection with such business, unless and to the extent such damages, losses, costs, causes of action or expenses are the result of the acts, omissions, or conduct of such insurance company.
- E. Unearned Commissions: Producer shall be liable to Manager and shall pay return commissions at the same rate as originally allowed to Producer for all return premiums. Such return commission shall be paid to Manager by the due date indicated on the billing document.

#### **ARTICLE VII: RESPONSIBILITY IN EVENT OF CLAIMS**

- A. Producer shall have absolutely no authority for the investigation, adjustment or litigation of claims arising from policies placed by Producer. Producer has no authority to and shall not admit any liability on the part of the Insurer in which the business is placed or on behalf of the Manager.
- B. Producer shall notify Manager promptly of any claims, suits, or demands ("Claims") against Manager or an Insurer arising out of or related to business placed under this Agreement, or circumstances that might reasonably be expected to give rise to such claim, suit, or demand. Producer further agrees to cooperate fully with Manager to facilitate the investigation and adjustment of any Claim when and as requested by Manager, including without limitation by making available for review and copying all records, documents, and information of any kind arising out of or related to such Claim or the underlying account. For the avoidance of doubt, a breach of Producer's obligations under this Article VII shall subject Producer to the indemnification obligations set forth in Article X below.

#### **ARTICLE VIII: TERMINATION AND SURVIVAL**

This Agreement may be terminated by either party by providing no less than thirty (30) days written notice to the other by certified mail, return receipt requested. This Agreement will also terminate: (1) automatically, if any public authority cancels or declines to renew the Producer's license or certificate of authority; (2) automatically, on the effective date of the sale, transfer, or merger of Producer's business, provided, that Manager may, upon review and in its sole discretion, appoint the successor as a Producer; (3) automatically, upon the death or dissolution, as applicable, of Producer; or (4) immediately, upon either party giving written notice to the other of termination because of breach of any provision hereof, fraud, insolvency, failure to pay balances, or willful or gross misconduct. Any termination will not affect the respective rights or liabilities of either party accruing up to the date of such termination, and all representations and obligations of Producer herein shall survive the termination of this Agreement, including without limitation the obligations under Article X. Furthermore, after the date of termination of this Agreement, Producer shall complete the collection and accounting to Manager for all premiums, commissions and other transactions unaccounted for in respect of outstanding policies of insurance, including but not limited to, return premium and return commissions.

#### **ARTICLE IX: OWNERSHIP OF THE BUSINESS**

Producer shall control all expirations and renewals of insurance placed under this Agreement; provided, however, in the event that Producer fails to account for or to make payment of all amounts due to Manager or an Insurer, such expirations and renewals, including any future commissions relating thereto, shall become the property of Manager for such use and disposal as Manager shall determine, in its discretion, in order to satisfy the financial obligations of Producer to Manager and/or an Insurer. To the extent the disposition of the expirations and renewals are insufficient to satisfy the indebtedness owed by Producer, Producer shall remain liable for all remaining amounts owed plus any expenses incurred in disposing of such expirations and renewals as well as reasonable costs and attorneys' fees.

#### **ARTICLE X: INDEMNITY AND HOLD HARMLESS**

Producer shall indemnify and hold Manager and Insurers harmless from and against any claims, liabilities, obligations, judgments, settlements or costs of any kind whatsoever (including but not limited to attorney's fees and expenses) that Manager or Insurers may become obligated to pay caused directly or indirectly by any actual or alleged act, error, omission, misstatement, misleading statement, breach of duty, or breach of this Agreement by Producer. Manager shall indemnify and hold Producer harmless from and against any claims, liabilities, obligations, judgments, settlements or costs of any kind whatsoever (including but not limited to attorney's fees and expenses) that Producer may become obligated to pay to Insureds caused directly by an act, error, omission, misstatement, misleading statement, or breach of duty by Manager in the processing of any business placed and/or attempted to be placed by Manager for Producer.

## ARTICLE XI: CONFIDENTIAL INFORMATION

### A. Definition of Confidential Information

1. Information to be treated as Confidential Information shall be all information that is supplied by Manager before or after the effective date of the Agreement to Producer concerning or relating to the Purpose (as defined below) or by Producer before or after the effective date of the Agreement to Manager concerning or relating to the Purpose, including, but not limited, to the following:
  - a. Confidential proprietary computer software, including any programs, source or object codes, data bases, specifications, techniques, technical information, know how, and other related information;
  - b. Confidential strategic business information, including current and future marketing and business plans, confidential financial data, and related documentation and/or information;
  - c. Confidential account and customer lists and other account and customer information, such as policy terms, premium amounts, and information gathered as part of the underwriting process relating to persons or entities, including but not limited to their personal or unique identification data; and
  - d. Any other documents or information designated in writing as Confidential Information.
2. Notwithstanding any other provisions to the contrary, the obligations of the parties with respect to information designated to be Confidential Information shall not apply if, and to the extent that:
  - a. The disclosing party's information was legally and rightfully known to or already in the possession of the receiving party prior to disclosure;
  - b. The disclosing party's information becomes part of the public domain without breach of the Agreement by the receiving party;
  - c. The information is independently developed by the receiving party or any of its subsidiaries without reference to or use of the disclosing party's Confidential Information; or
  - d. A third party legally and rightfully disclosed such Confidential Information to the receiving party without violating obligations of confidence.
3. Notwithstanding the foregoing, the fact that some of the information, including Confidential Information, may have originally been obtained from or provided by public information does not by this provision create any presumption that such information is "part of the public domain" or generic information or knowledge.

### B. Purpose, Use, and Disclosure Obligations

1. The use of all Confidential Information disclosed to a receiving party shall be limited solely to and for the purposes of conducting business between the parties as contemplated and governed by the Agreement (the "Purpose").
2. The parties agree that disclosure of Confidential Information shall be limited solely to directors, officers, employees, representatives and other authorized third parties of the parties (collectively, "Representatives") with a need to know such Confidential Information to accomplish the Purpose. Each party agrees to obligate such Representatives to a level of care sufficient to protect the Confidential Information from unauthorized use or disclosure.
3. When either party disposes of any paper or electronic copies of Confidential Information pursuant to regular business practice, the disposing party shall destroy such copies using reasonable care and in such a manner so as to protect such Confidential Information from disclosure to or use by unauthorized third parties.
4. In the event that a receiving party or any of its Representatives are requested or required by legal process to disclose any of the Confidential Information of the disclosing party, the receiving party shall give prompt advance notice so that the disclosing party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the receiving party shall disclose only that portion of the Confidential Information that its counsel advises it is legally required to disclose; provided that, the receiving party shall use reasonable efforts to preserve the confidentiality of the Confidential Information after such disclosure including, without limitation, by obtaining an appropriate order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal and the parties thereto.
5. The obligations set forth in this Agreement shall remain in full force and effect in perpetuity or until such Confidential Information has become generally known in the public domain other than by a violation of the Agreement.

## C. GENERAL

1. The holding of discussions between the parties or the disclosure of Confidential Information shall not restrict either party from using, disclosing or disseminating their own information, including Confidential Information, in any way.
2. It is agreed that no license under any invention, patent, copyright, trade secret or other proprietary right is granted, either directly or indirectly, by this Agreement or by any disclosure of Confidential Information hereunder. Neither party represents or warrants that Confidential Information disclosed hereunder will not infringe any third party's patents, copyrights, trade secrets or other proprietary rights.
3. Subject to the limitations on damages and other terms of the Agreement, each party agrees to indemnify and hold harmless the other party for any breach of Article XI by it or any of its Representatives.

## ARTICLE XII: RECORDS MAINTENANCE

- A. The Producer must retain all original documents for five (5) years from the date of the policy termination or expiration. This shall include all original signed applications, exclusions and rejections under any policy or renewal as well as all documentation justifying premium discounts and/or surcharges. The Producer shall notify the Manager in writing at least 120 days before discarding or destroying any original document. If the Producer retains the documents for a full seven (7) years, the Producer may then proceed to destroy the documents without notice to Manager after seven (7) years have expired.
- B. The Producer agrees to complete and maintain all documentation identified for each of its applicants and policyholders with the Manager for which the original information has been electronically uploaded or submitted to the Manager. All original documents shall remain the sole property of the Manager and shall be returned to the Manager upon written request from the Manager to the Producer. The Producer may retain copies of any original documents that have been forwarded to the Manager.
- C. Should the Manager need original documents or copies thereof for any reason, Producer agrees to provide such documents upon the request of the Manager. The Producer further agrees to cooperate fully with the Manager in the investigation or settlement of any claim, loss, accident or complaint.
- D. At its discretion and in accordance with this Agreement, the Manager shall have the right, but not the obligation, to audit the Producer's records pertaining to Producer's business dealings with the Manager at any reasonable time upon 24 hour's notice. The Producer agrees to cooperate fully with the Manager in connection with such audit.
- E. Failure to comply with any provision of this Article XII shall constitute grounds for termination of this Agreement and may subject the Producer to any liability associated with failure to maintain and retain the original documents described in paragraph A above. In the event a claim is brought against Manager in relation to Producer's failure to comply with this Article XII, Producer agrees to indemnify and defend Manager from such claim(s).
- F. The Producer may at any time terminate this Agreement by giving written notice of such intent and returning all original records to the Manager within 30 days of said notice. If notice is given, no new original documents may be kept from that day forward.

## ARTICLE XIII: OTHER PROVISIONS

- A. No Assignment: This Agreement for services by Producer is personal and may not be transferred, assigned, pledged, made subject to a security interest, or otherwise disposed of by Producer in whole or in part. This Agreement may be assigned by Manager to any of its affiliates.
- B. Advertising: Producer shall not use any advertisement referring to or using the name of Manager or any Insurer or referring to any of their products, or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express prior written consent of Manager.
- C. Consequential Damages Waiver: MANAGER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.
- D. Forms and Supplies: All supplies, including forms and policies furnished by Manager, shall always remain the property of Manager and shall be returned to Manager or its representative upon demand or upon termination of this Agreement.

- E. Entire Agreement: This Agreement, including any schedules and addenda attached hereto, constitutes the entire agreement between Manager and Producer and supersedes and replaces any previous agreements between Manager and Producer. No oral promises or representations shall be binding, unless agreed to in writing by the President or Chief Executive Officer of Manager.
- F. Revisions to Agreement: Changes in this Agreement shall be made as follows:
1. Revision by Manager: This Agreement, including any addendum or schedule attached thereto, may be revised by Manager in its sole discretion, upon 30 days' prior written notice to Producer setting forth the revisions and their effective date.
  2. Revisions by Mutual Consent: This Agreement may be revised at any time by mutual consent, in writing, of Producer and Manager.
- G. Severability: If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision, which shall remain in full force and effect. Each of the provisions of this Agreement shall be enforceable independently of any other provision unless expressed otherwise herein.
- H. Waiver or Default: Failure of Manager to enforce any provision of this Agreement or to terminate it because of a breach hereof shall not be deemed to be a waiver of such provisions or of any breach committed by the Producer.
- I. Governing Laws and Venue: This Agreement shall be deemed to have been made and performed in Rockwall County, Texas (hereinafter, the "County"), and shall be governed by, and construed and enforced in accordance with, the laws of the state in which Producer is doing business (hereinafter, the "State"), without giving effect to any choice of law principles. For the avoidance of doubt, if Producer is doing business in more than one state, then the laws of the state in which the contested policy or actions took place shall be considered the "State" for purposes of this section. The sole and exclusive venue for any suit or proceeding to enforce any provision of this Agreement shall be in the County. To the extent they are not dealt with specifically or by necessary implication in this Agreement, the rights, duties, and obligations of the parties shall be in accordance with the customs prevailing in the non-standard personal lines insurance business in the State.
- J. Electronic Communications: Notwithstanding anything contained in this Agreement to the contrary, the parties agree that electronic communications, including without limitation, any applications, authorizations, representations, or submissions, transmitted by one party to the other via e-mail, internet, or any other digital or electronic means (collectively, "Electronic Communications"), are as valid and binding, with the same full legal force and effect, as any original manual or physical form of communication and may therefore be relied and acted upon in the normal course of business by the receiving party.
- K. Confidentiality: Both Parties agree to the terms of Article XI of this Agreement.
- L. Attorney's Fees and Costs: Producer agrees to pay all costs and expenses incurred by Manager in any action or proceeding brought by Manager to recover sums due from Producer, or otherwise enforce its rights, under the terms of this Agreement, including but not limited to, reasonable attorney's fees.
- M. Interest: In any suit or proceeding to collect any amount claimed due under this Agreement, the prevailing party shall be entitled to receive interest on the amount owed computed from the date the obligation accrued at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest per annum that may be incurred by contract in Rockwall County, Texas.
- N. Execution and Acceptance of Agreement: Each individual who executes this Agreement in a representative capacity represents and warrants that he or she has the full right, power and authority to execute this Agreement and to bind the entity or individuals on whose behalf he or she so signs. If the Producer is an individual, the individual must sign; if the Producer is a partnership, one of the legally authorized partners must sign; if the Producer is a corporation or limited liability company, an authorized manager or officer must sign and indicate the title of such authorized manager or officer. *Producer acknowledges and agrees that this Agreement shall not become effective until finally accepted by Manager, as evidenced by the issuance of a System Producer Code.*
- O. Producer History: Producer represents and warrants that within the past ten years Producer, including any of its past or present related business entities, partners, officers, directors, employees, representatives or agents, has had no insurance or other professional license revoked, suspended or impaired in any manner. Please submit a written description of any exception to these statements along with the signed Agreement.



P. Website Access and Conditions: Manager agrees to provide Producer and its customers access to Manager's website for the completion of insurance application and, in consideration of access, Producer shall follow proper identification procedures to determine and prove the identity of the applicant. Producer shall process all policy transactions and issue all applications on the Manager'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 Manager immediately. Producer shall 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. Producer shall 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 Producer's office and retain a copy of all documents delivered to applicant in Producer's files. It is understood and agreed that Producer cannot and shall not make, alter, waive, modify, misrepresent or discharge any of the terms or provisions set forth in an insurance policy or Manager's website. All other terms and conditions of the Producers Agreement

SNAP Insurance Service, LLC

Print Agency Name

Print Applicant's Name

By Signature of Applicant

Title of Applicant

Date

Print Company Representative's Name

By Signature of Company Representative

Title

Date



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## COMMISSION SCHEDULE

This Schedule is hereby made part of the “Producer Agreement” by and between \_\_\_\_\_ and  
SNAP Insurance Service, LLC.

### A. Appointments

Product: Private Passenger Auto

Carrier:

State:

### B. Effective Date

### C. Commission Schedule

For business produced on or after the effective date of this agreement, the following commission rate will be paid on collected premium only:

New Business: %

Renewal Business: %

SNAP Insurance Service, LLC reserves the right to alter commission rates upon thirty (30) days written notice to producer. The Commission rate is not paid on any fees.

Full term policy premiums must be paid to SNAP Insurance Service, LLC unless policy is direct-billed using an approved installment plan of SNAP Insurance Service, LLC. Producer is responsible for all return commissions billed under any program or billing method.

**No commissions may be retained. Submit gross payments only (100% of required down payment and fees).**

### D. Errors and Omissions Policy

Producers are required to carry a current Errors and Omission (“E&O”) policy with limits of at least \$500,000.

### E. Electronic Transmission of Applications and Endorsements

Producers are required to submit all applications and policy endorsement forms to SNAP Insurance Service, LLC electronically, using the approved upload system. No other application or endorsement request form (including the ACORD application and endorsement form) will be accepted. All electronically submitted applications or



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endorsement forms must also be electronically signed by the applicant(s) and an Electronic Signature authorization form must be faxed to SNAP Insurance Service, LLC. Electronic transmission of the application or endorsement form without facsimile transmission of all required application and endorsement forms and waiver signatory pages does not constitute a proper submission of business to SNAP Insurance Service, LLC.

**F. Policy Forms and Underwriting Guidelines**

Each Insurance Company represented by SNAP Insurance Service, LLC uses its own filed and approved policy forms and underwriting guidelines. Please read the policy and the underwriting guidelines carefully. It is the producer’s responsibility to be familiar with the products sold to their customers, as well as the processing and underwriting guidelines of SNAP Insurance Service, LLC.

**G. Producer Code Number**

Each Producer has a unique producer code number assigned by SNAP Insurance Service, LLC. Multi-office producers will have multiple producer code numbers. Please put your producer code number on all correspondence, including endorsement requests. This number will automatically print on all electronically submitted documents.

**H. ACH Authorization**

Each producer must sign an “ACH Automated Debit Authorization Agreement”. SNAP Insurance Service, LLC will use this authorization to sweep monies from Producer’s bank account as outlined in the underwriting guidelines.

**I. Authorization**

Submission of any New or Renewal business on or after the above effective date constitutes acceptance of this commission schedule.

**NOTICE AND RELEASE FORM**

I certify that I have reviewed this commission schedule. I acknowledge that this commission schedule will form a part of my producer’s contract with the Company. Further, I understand that if any information is incorrect or incomplete, it will be grounds at the sole discretion of the Company for rejecting this application or for the termination of my contract.

Print Agency Name	SNAP Insurance Service, LLC
Print Applicant’s Name	Print Company Representative’s Name
By Signature of Applicant	By Signature of Company Representative
Title of Applicant	Title
Date	Date

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
	<b>2</b> Business name/disregarded entity name, if different from above				
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.			<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____				
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.				
	Other (see instructions) ▶ _____				Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)		
<b>6</b> City, state, and ZIP code					
<b>7</b> List account number(s) here (optional)					

<b>Part I Taxpayer Identification Number (TIN)</b>																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																															
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; padding: 2px;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	<b>Social security number</b>																													
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



SNAP Insurance Service, LLC  
 P.O. Box 548  
 Rockwall, Texas 75087  
 (214) 304-2979 / (800) 297-9762  
 Fax (800) 474-3136  
 marketing@snapmga.com

**ACH ACCOUNT AUTHORIZATION**

**Agency Name**

**Agency Code**

**Financial Institution Information**

*Electronic ACH of Premiums Authorization (please verify the account is designated for Collected Premium)*

Financial Institution:

Bank Name and Branch and Phone Number:

Bank Address (street, city, state, zip):

Bank Account Title:

Routing Number:

Account Number:

**Agency Contact Person**

**Phone Number**

*ATTACH VOIDED CHECK HERE*

SNAP Insurance Service, LLC is hereby authorized to present electronic withdrawal items on the producer's account indicated above and the depository named above for payment of settlements due to SNAP Insurance Service, LLC by the Producer. This arrangement does not affect the Producer's primary obligation for payment. This authorization is to remain in effect until SNAP Insurance Service, LLC is notified in writing to the contrary. All payment amounts receipted as Check, Cash, Money Order, or Credit Card to the Producer taken in for new applications, renewals and endorsements will be withdrawn from the Producer's account.

Authorized Signature *(as shown on Account)*

Date



SNAP Insurance Service, LLC
P.O. Box 548
Rockwall, Texas 75087
(214) 304-2979 / (800) 297-9762
Fax (800) 474-3136
marketing@snapmga.com

DIRECT DEPOSIT FOR COMMISSIONS

Agency Name

Agency Code

Financial Institution Information

Electronic Deposit of Commission Authorization (please verify the account is designated for commission deposits)

Financial Institution:

Bank Name and Branch and Phone Number:

Bank Address (street, city, state, zip):

Bank Account Title:

Routing Number:

Account Number:

Agency Contact Person

Phone Number

ATTACH VOIDED CHECK HERE

SNAP Insurance Service, LLC is hereby authorized to present electronic deposit items on the producer's account indicated above and the depository named above for payment of settlements due to the party listed on page 1 of the Producer Agreement, by SNAP Insurance Service, LLC. This arrangement does not affect the Producer's primary obligation for payment. This authorization is to remain in effect until SNAP Insurance Service, LLC is notified in writing to the contrary. All commissionable amounts paid on, receipted as Check, Cash, Money Order or Credit Card to the Producer, taken in for new applications, renewals and endorsements will be deposited into the Producer's commission account.

Producer Signature (as shown on Account)

Date