



Casey Insurance Brokers - Agent Appointment Package

Agency Name: _____

Contact Name: _____

Contact Phone: _____ Referred: _____

Please submit the following documents:

This Form as Cover Page

Prospective Broker Application

First Page and Last Page of Retail Brokerage Agreement

Copy(ies) of All Agents' Florida Insurance License(s)

Copy of Current Errors & Omissions Policy Dec Page / C.O.I.

Completed W-9 (Attached under "Attachments")

Three easy ways to submit:

Via e-mail To: Service@caseyinsurancebrokers.com Subject: Agent Appointment	Via Fax To 1-866-716-0869 (Use this page as a cover sheet)	Via Mail 151 N Nob Hill Road, #269 Plantation, FL 333324
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Broker Information (Please complete one per agent)

First Name: _____ Last Name: _____

FL License Number: _____ Social Security Number: _____

Date of Birth: _____ Sex: _____ E-mail: _____

Phone: _____ Fax: _____ Mobile: _____

Business Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Physical Address: _____

City: _____ State: _____ Zip: _____

Can Converse In: _____
(please check all that apply) English Spanish Portuguese French German
Italian Chinese Japanese Other: _____

Agency Information

Agency Name: _____ Agency website: http://www. _____

Agency License Number: _____ Tax ID: _____

Agency Principal: _____ Title: _____

Accounting Contact: _____ Phone: _____

Current E&O Carrier: _____ Policy Number: _____

Current E&O Coverage: _____ Expiration Date: _____

Are commissions payable to Agency? Yes No

How many agents does the Agency have? 1 2-5 5-10 11+

Premium History: 20 ____ \$ _____ 20 ____ \$ _____

20 ____ \$ _____ 20 ____ \$ _____

Last Year's Premium Breakdown: Property: ____% Casualty: ____%

Please Note: No business may be solicited on behalf of Casey Insurance Brokers, Inc., or any markets accessed through Casey Insurance Brokers, Inc. until you have received written authorization to do so by Casey Insurance Brokers, Inc.



Prospective Broker Application

Please answer all questions. (If you mark "Yes" for any answer, please include details of who, what, when, and dollar amount on additional form).	YES	NO
1. Have you ever had an appointment terminated by any insurance company or financial services institution (for reasons other than production)?		
2. Do you owe any debt or balance to any insurance company or financial services institution that has remained overdue for more than sixty (60) days?		
3. Has any state or federal agency ever denied, suspended, revoked, or taken any action against any fiduciary license held or applied for by you, or have you ever voluntarily submitted to any sanction or surrendered any fiduciary license under threat of suspension or revocation of that license?		
4. Has any state or federal self-regulatory body of any type, ever taken any disciplinary measures against you?		
5. Have you ever had a claim filed against your Errors and Omissions Coverage, or has any bonding company, ever denied, paid out on, or revoked a bond for you?		
6. Have you ever been the subject of any civil or administrative proceeding, including one initiated by a state department of insurance?		
7. Do you have any felony charges pending against you, or have you ever pled guilty or nolo contendere to or been convicted of a felony or a crime involving moral turpitude.		
8. Do you have any unsatisfied liens (tax or otherwise) or judgments (civil or otherwise) against you?		
9. Have you been the subject of a bankruptcy petition or proceeding in the past seven (7) years? ..		
<p>I hereby represent that the answers and statements ("the information") I am giving Casey Insurance Brokers, Inc. and its affiliates ("the Company") on this application ("PBA") are correct, complete, and wholly true. (2) I understand the Company will rely on the information as one factor in considering this PBA, and may, at its option, terminate or rescind our resulting business relationship if any of the information is not as I have given it. (3) I give the Company, its employees, agents, and/or contractors permission to direct advertising or promotional phone calls, faxes, and electronic mail to the numbers and addresses I have listed above, as well as any others I provide. This permission continues until specifically revoked by me in writing. (4) If appointed to represent Casey Insurance Brokers, Inc. and its affiliates, I understand that I am considered an independent contractor, and not an employee of such company.</p>		

Authorization

I authorize the Company to conduct a public records search, and/or to obtain a consumer report and/or investigative consumer report about me from a consumer reporting agency. These reports may concern my credit history, worthiness, standing, and/or capacity. These reports may also concern my character, general reputation, personal characteristics, mode of living, criminal history, motor vehicle record, and other data relevant to the appointment and/or contract process with the Company. I understand the Company will use this data within that process as one factor in considering my PBA.

 Producer Signature

 Date

 Producer Name



RETAIL BROKERAGE AGREEMENT

This Agreement, made this ____ day of _____, 20____, between CASEY INSURANCE BROKERS, INC. with principal offices at 811 N Nob Hill Road, Plantation, FL 33324 (hereinafter referred to as "CIB") and _____ with principal offices at _____, (hereinafter referred to as "PRODUCER") hereby agree to the following terms:

WHEREAS, the PRODUCER warrants that the PRODUCER holds an insurance license issued by the state of _____, currently valid and in force, and;

WHEREAS, the PRODUCER desires CIB to place risks of PRODUCER's clients (hereinafter referred to as the "INSURED") with and for acceptance by insurance concerns with whom BROKER transacts business.

WHEREAS, BROKER agrees to allow the PRODUCER a commission, consisting of a percentage of the base premium, to be disclosed on the quote(s) provided on such business if and when placed by the parties hereto:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. PRODUCER RESPONSIBLE FOR PAYMENT OF PREMIUM

PRODUCER shall be primarily liable to CIB for the full amount of the premium and applicable state taxes, fees and surcharges, less PRODUCER's commission on every insurance contract placed for PRODUCER. CIB will invoice PRODUCER on each risk where coverage is effective at the request of the PRODUCER. Such invoice will be due and payable as indicated in the invoice and in no event are premiums to be remitted later than 20 days after the effective date of such contract. PRODUCER agrees that payment of any minimum earned premium required by the issuing company will be the responsibility of the PRODUCER. PRODUCER shall be and remain liable to CIB for all earned premiums. Any credit extended to the INSURED shall be the sole risk and responsibility of PRODUCER.

2. DIRECT COLLECTION

If, after the expiration of sixty (60) days from the date liability was assumed by the insurance carrier, CIB has not received the amount due it, BROKER may, at its option, collect from the INSURED the premium due. In the event that CIB collects the premium or any part thereof from the INSURED, PRODUCER shall not be entitled to any commission on the premium so collected. Attempts by BROKER to collect from the INSURED shall not relieve PRODUCER of liability to CIB except to the extent of amounts actually collected by CIB from the INSURED, less expense of such collection.

3. FLAT CANCELLATIONS

No insurance contract may be returned to CIB by PRODUCER for flat cancellation unless it is returned prior to the inception, or effective date, of the contract. Earned premium shall be computed and charged on every contract cancelled after inception in accordance with the cancellation provisions of such contracts.



4. UNEARNED COMMISSIONS

PRODUCER AGREES TO REFUND CIB unearned commissions on all business placed with CIB on cancelled policies, or reduced premiums at the same rate at which such commissions were originally allowed PRODUCER. Such refund shall be paid to CIB and paid by the due date indicated on the billing invoice.

5. AUDITABLE POLICIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN SET FORTH, in the situation where premiums 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 PRODUCER to CIB and paid by the due date indicated on the billing invoice. If premiums resulting from audits are, after diligent collection effort, determined by PRODUCER to be uncollectible, PRODUCER shall notify CIB immediately upon such determination. If CIB is allowed by contract to receive credit from the issuing company and concurs that diligent effort has been made by the PRODUCER, the PRODUCER's account will be credited accordingly. PRODUCER shall not be entitled to commission on premium subsequently collected.

6. NO BINDING AUTHORITY

The parties hereto agree that in no event, nor under any circumstances whatsoever, shall this Agreement ever be interpreted or construed to the effect that the PRODUCER may bind CIB or any company or underwriter represented by CIB.

7. NOTICE OF EXPIRATION AND RENEWAL REQUESTS

CIB shall be under no obligation to give PRODUCER advanced notice of expiration of any policies of insurance which PRODUCER procures through CIB.

8. OWNERSHIP OF BUSINESS

The parties agree that in the event of termination of this Agreement, the PRODUCER's records and use and control of expirations shall remain the property of the PRODUCER, provided the PRODUCER has accounted for and paid over all premiums for which he is or may be liable.

9. OTHER AGREEMENTS

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 PRODUCER from executing other similar agreements with competitive markets.
- (b) Compel CIB to accept or place all or any of the business offered to it by the PRODUCER.



10. HOLD HARMLESS

The PRODUCER shall indemnify and hold CIB harmless against any claim, liabilities or costs (including attorney's fees and expenses) which CIB may become obligated to pay as a result of loss to INSUREDS caused directly or indirectly by an error and/or omission of the PRODUCER. In addition, CIB shall indemnify and hold the PRODUCER harmless against any claims, liabilities or costs (including attorney's fees and expenses) which PRODUCER may become obligated to pay as a result of loss to INSUREDS caused directly or indirectly by an error and/or omission of CIB in the processing of any business placed and/or attempted to be placed by CIB for PRODUCER.

11. INSURANCE & LICENSING

PRODUCER hereby agrees to obtain and maintain, at all times during the term of this Agreement, Errors and Omissions coverage for itself and its agents, solicitors, servants and employees in an amount not less than \$1,000,000.00 and with a carrier with an AM Best rating of A- or higher. A copy of the relevant Errors and Omissions policy or confirmation of shall be submitted to CIB annually and PRODUCER shall not discontinue such coverage without providing CIB thirty (30) days prior written notice of such action. Any failure to provide such notice or to maintain such insurance shall be deemed to be a material breach of this Agreement, entitling CIB to indemnification for any damages caused thereby as set forth above.

Additionally, PRODUCER hereby agrees that coverage requested on behalf of INSUREDS cannot exceed the current maximum limits set forth on the relevant Errors and Omissions policy provided to CIB per individual policy submission. At the sole discretion of CIB, any submission received that exceeds the maximum limits on the relevant Errors and Omission policy may not be processed and proof of increased Error & Omissions coverage may be requested before the requested quote will be processed.

PRODUCER warrants that it is properly licensed to sell insurance in its state of domicile, and all other states in which PRODUCER sells insurance, and agrees to act in compliance with all laws and regulations regarding placement of insurance with admitted and/or non-admitted insurance companies in each such state. PRODUCER will provide CIB with a copy of PRODUCER's current insurance license and will immediately notify CIB of any suspension, revocation or termination of this license.

12. CURRENT POLICIES INFORCE

This Agreement shall apply to current policies already placed and inforce at the date hereof and all future policies which may be placed by CIB for PRODUCER and to any outstanding debt on policies which are placed by CIB for any entity acquired by PRODUCER. This agreement may be cancelled at any time, subject to the terms and conditions of Section 15 below. However, said cancellation shall not alter in any way the continued application of this Agreement to insurance policies effected prior to the date of such cancellation.



13. ACCEPTANCE OF AGREEMENT BY CASEY INSURANCE BROKERS, INC.

The parties hereto agree that this Agreement shall not become effective until accepted by CIB. The parties agree that this Agreement contains all the contractual agreements existing between them relative to the brokerage relationship, and all other written or oral arrangements are deemed to be merged within. Amendments to this Agreement must be in writing and signed by the parties hereto.

14. MODIFICATION OF THIS AGREEMENT

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

15. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time, by either party, upon ten (10) days written notice to the other party. Such termination, however shall in no event affect the respective rights or liabilities of either party accruing up to the date of termination.

16. ASSIGNMENT

Assignment by PRODUCER of rights and obligations under this Agreement, shall not be valid unless and until CIB has given it written authorization to such assignment.

17. CONFORMITY OF STATUTE

Any portion(s) of this Agreement that are not in conformity with the state or local laws are hereby amended to conform to those laws; however, this does not abrogate the remainder of this Agreement.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

AGENCY NAME: _____

PRODUCER: _____

FEDERAL TAX ID #: _____

SIGNATURE: _____

SOCIAL SECURITY #: _____

TITLE: _____

AGENT'S LICENSE #: _____

SURPLUS LINES LICENSE #: _____

WITNESS: _____

DATE EXECUTED: _____

AGREEMENT ACCEPTED AND EFFECTED BETWEEN _____

AND CASEY INSURANCE BROKERS, INC. THIS _____ DAY OF _____, 20____

SIGNATURE: _____

APPOINTMENT NUMBER: _____

NAME: _____

APPOINTMENT LEVEL: _____

TITLE: _____

DATE EXECUTED: _____