

**BROKERAGE AGREEMENT**

AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, By and Between ALLEN FINANCIAL INSURANCE GROUP, INC., An Arizona Corporation with it’s principal place of business located at 13880 N. Northsight Blvd., Suite C109 | Scottsdale, AZ 85260 , hereinafter referred to as COMPANY; and

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

\_\_\_\_\_, hereinafter referred to as the BROKER.

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Broker shall be and remain liable to COMPANY for the payment of all premiums, taxes and fees, 30% of which shall be due on the date the insurance is effected, and the balance payable not later than thirty (30) days after the end of the month in which coverage is effected except as hereinafter set forth. Upon failure of the Broker to pay the premium set forth above, COMPANY shall seek to collect the same directly from the assured, it being agreed that under such circumstances, COMPANY shall be acting in all respects as attorney in fact for the Broker, which relationship shall be deemed to be a consideration for entering this Agreement on the part of COMPANY.
2. Broker agrees to ratably refund to COMPANY commissions on all business placed with COMPANY on canceled policies, or reduced premiums, at the same rate at which such commissions were originally allowed Broker. Such refund shall be paid to COMPANY within thirty (30) days after Broker is advised of the cancellation or reduction adjustment.
3. If the Broker shall extend credit to the assured, it shall be at the Broker's sole risk and premiums shall be paid to COMPANY by the Broker when due, whether or not they are collected by the Broker and whether or not the Broker has extended credit to the assured.

Broker agrees to pay COMPANY its reasonable attorneys fees, costs and expenses necessarily incurred if suit or collection becomes necessary.

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

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

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

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

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

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

The generality of the foregoing is in no way limited.

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

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

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

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

(a) prevent the Broker from executing other similar agreements with competitive agents;

(b) compel COMPANY to accept or place all or any of the business offered to it by the Broker;

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

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

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

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

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

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

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

BROKER: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE \_\_\_\_\_

Federal ID or SSN # \_\_\_\_\_

Agreement accepted and effective at Phoenix, Arizona

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ALLEN FINANCIAL INSURANCE GROUP, INC.

BY: \_\_\_\_\_ TITLE \_\_\_\_\_

**\*\*PLEASE PROVIDE A COPY OF YOUR CURRENT STATE(S) AGENCY LICENSE(S), THE DEC. PAGE TO CURRENT AGENCY E&O COVERAGE, AND A COMPLETED W-9. IF THESE ITEMS ARE NOT SUBMITTED WITH THE BROKERAGE AGREEMENT WE WILL NOT BE ABLE TO PROCESS YOUR SUBMISSION.\*\***

## Agency Questionnaire

Agency Name \_\_\_\_\_

DBA \_\_\_\_\_

Principal Names \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Agency is:  Proprietorship     Partnership     LLC     Corporation

TAX ID or Social Security # \_\_\_\_\_ Date Agency Established \_\_\_\_\_

Agency License # \_\_\_\_\_ National Producer License # \_\_\_\_\_

State(s) \_\_\_\_\_

E&O insurance carrier \_\_\_\_\_ Policy No \_\_\_\_\_ Exp Date \_\_\_\_\_

Agency Premium Volume \$ \_\_\_\_\_ Number of Employees \_\_\_\_\_

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

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

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

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

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

Are you appointed with Capitol Insurance Companies? If Yes, are you an appointed **Capitol Retail Agent** or a **Capitol General Agent** (circle response)  Yes  No

**If answer to any question is YES, provide complete details and appropriate documents such as official court records.**

I have provided the above information and wish to be considered for appointment. I realize that if all paperwork is not submitted, I will not be considered for an Allen Financial Insurance Group appointment.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<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; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**or**

<b>Employer identification number</b>									

## Part II Certification

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.

**Certification instructions.** 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.