**Agency Appointment Checklist**

**Please be sure to provide the following items when applying for an appointment with MVGA.**

**[ ]  Application for Brokerage Agreement.**

**[ ]  W-9 Form Completed**

**[ ]  Personnel listing (contained in application for brokerage agreement).**

**[ ]  Brokerage agreement – completed and signed.**

**[ ]  Copy of agency license(s).**

**[ ]  Copy of agency errors and omissions declarations pages (showing carrier, effective/expiration dates and limits) or certificate showing current coverage. Note: If with Farmers Insurance, you will need to carry level 3 E&O coverage.**

**Once the above items are received, we will review all of the information provided and make a determination on whether appointment will be granted. Once a determination is made, we will contact your agency letting you know the results. We thank you in advance for your application and look forward to hearing from you.**

**Application for Brokerage Appointment**

Agency Name:

DBA:

Mailing Address:

Physical Address:

Telephone:       Fax:

Date Firm Established:

Agency Is: [ ]  Individual [ ]  Partnership [ ]  Corporation [ ]  Other (Describe):

Tax ID Number:       Social Security Number (If no tax ID):

Primary Agency E-Mail:

Website:

Agency Accounting Contact:

Email:

Have there been any amalgamations or mergers in the past 5 years? [ ]  Yes [ ]  No

If yes, please provide details.

Has the name of the firm been changed? [ ]  Yes [ ]  No

If yes, please provide details.

Have any errors and omissions claims been made during the past five years against your agency, its principals, partners, or employees? [ ]  Yes [ ]  No

If yes, please provide a detailed statement regarding the claim, status (open/closed), and what has been done to keep future claims from happening.

Has the Agency or any member of the agency been subject to disciplinary action from any state insurance department or other regulatory authority? [ ]  Yes [ ]  No

If please provide details.

Do you specialize in any class or type of business? [ ]  Yes [ ]  No

If “Yes” Please Describe:

Approximate Percentage of Volume:

      % Commercial Property & Casualty      % Personal Lines

      % Transportation      % Other

Total annual premium volume:

Other General Agencies currently represented:

 Company Type of Business Volume Date Appointed

|  |  |  |  |
| --- | --- | --- | --- |
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Licensing *(\*\*Please provide copies of licenses\*\*)*:

List the state(s) where agency is licensed:

Agency Insurance Information:

Agency E&O Insurance Information *(\*\*Please provide copy of declarations pages or certificate\*\*)*:

 Carrier:       Expiration Date:

 Limits:       Deductible:

Employee Information (Use additional sheet if needed):

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Licensed | Title |  E-Mail Address |
|       |       |       |       |
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The undersigned hereby declares that the statements made are true and no material facts have been suppressed or misstated.

Signature:

Printed Name:

Title:

Date:

\*\*If you maintain other branch offices, please complete the branch office supplement. [Click here](https://www.midvalleyga.com/wp-content/uploads/Branch-Supplement-2021-08.docx) to obtain a copy. Note: We can send our monthly brokerage statements to separate offices or a single office. If single office is requested, please advise which office location is the master accounting office.

Producer Agreement

THIS AGREEMENT, made and entered into this       day of       20      by and between Mid Valley General Agency LLC, hereinafter referred to as MVGA, and

     (residing in and licensed by the state of       as       under license #     ), hereinafter referred to as BROKER/PRODUCER.

IN CONSIDERATION of MVGA placing risks from time to time for BROKER/PRODUCER with an insurer(s), and for the mutual promises and covenants hereinafter set out:

|  |  |  |
| --- | --- | --- |
| 1. It is understood and agreed that BROKER/PRODUCER is the agent of the insured and is not the agent of, and has no expressed or implied authority to bind, MVGA, its principals, or its carriers.
2. BROKER/PRODUCER shall be primarily liable to MVGA for the full amount of premium and applicable state taxes, less commission, including additional premiums developed under audits or retrospective penalties on every insurance contract place for BROKER/PRODUCER or any entity acquired by BROKER/PRODUCER to MVGA from the date that liability is assumed by the insurer and to be remitted to MVGA as follows:
3. MVGA shall bill BROKER/PRODUCER for each insurance contract placed. Statements will be issued at the beginning of each month showing the previous month’s transactions. The net premium, taxes and fees are due 30 days after the monthly statement date.
4. Reporting policies: Gross receipts, mileage, values, etc. must be mailed to MVGA by the 20th of the month following the period covered by the reports. Payment shall be in accord with 2A above.
5. BROKER/PRODUCER shall pay in advance the net premium, taxes and fees for any policy MVGA is required to pay in advance to insurer(s) to bind coverage.
6. No insurance contract may be returned to MVGA by BROKER/PRODUCER for flat cancellation unless it is returned prior to the inception, or effective date, of the contract. Such requests must be approved by MVGA. Earned premium shall be computed and charged on every contract canceled after inception in accordance with the cancellation provisions of such contract.
 |  | 1. MVGA shall allow BROKER/PRODUCER, as commission, a percentage of the premium on each policy written and paid for under this agreement at a rate mutually agreed upon by MVGA and BROKER/PRODUCER. BROKER/PRODUCER shall be obligated to pay return commission at the same rate on any return premiums, including but not limited to, return premiums on cancellations or reductions ordered and return premiums payable as a result of amended policy terms.
2. MVGA shall be entitled to reimbursement for the costs of collection, including reasonable attorney’s fees, incurred in an effort to collect from BROKER/PRODUCER, or any other person(s) responsible for payment of the same, and obligation of BROKER/PRODUCER under this agreement and that the State of Oregon shall have exclusive jurisdiction of any litigation on this agreement.
3. Each party agrees to indemnify and hold the other, and its respective principals, officers, directors, employees, and owners harmless from and against all liability, damages or costs, including reasonable attorney fees and court costs, incurred as a result of any negligent error or omission or intentionally wrongful act of the indemnifying party, its principals, officers, directors, employees or owners, except to the extent that such liability, damages or costs result from the negligent error or omission or intentionally wrongful action of the party to be indemnified.
4. During the term of this Agreement, BROKER retains ownership to all expirations and ancillary records. MVGA may not use or authorize anyone else to use the records of expirations in order to sell or renew any insurance policy, unless permitted by this Agreement.
 |

This agreement shall apply to current policies already placed and in force at the date hereof, to all future policies which may be placed by MVGA for BROKER/PRODUCER and to any outstanding debt on policies which were placed by MVGA for any entity acquired by BROKER/PRODUCER. This agreement may be canceled at any time by 30 days written notice of either party to the other but 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.

BROKER/PRODUCER Mid Valley General Agency LLC

Signature: Signature:

Print Name:      Print Name:

Title:      Title:

Witness:       Date Executed: