

# Shelly, Middlebrooks & O'Leary, Inc.

## BROKERAGE QUESTIONNAIRE

AGENCY NAME:

AGENCY LICENSE NUMBER:

STREET NAME:

MAILING ADDRESS:

TAX ID NUMBER:

AREA CODE/PHONE NUMBER:

FAX NUMBER:

WEB SITE:

EMAIL ADDRESS:

EMAIL ADDRESS:

EMAIL ADDRESS:

CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ PROPRIETORSHIP \_\_\_\_\_ OTHER \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS UNDER THIS NAME: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS UNDER PRIOR NAME (PROVIDE PRIOR AGENCY NAME): \_\_\_\_\_

GIVE THE FOLLOWING INFORMATION AS TO PRINCIPALS OF AGENCY:

A. \_\_\_\_\_  
(Owner or Officer) (Title) (License#) (% Ownership)

\_\_\_\_\_  
(Home Address) (Telephone Number)

B. \_\_\_\_\_  
(Owner or Officer) (Title) (License#) (% Ownership)

\_\_\_\_\_  
(Home Address) (Telephone Number)

C. \_\_\_\_\_  
(Owner or Officer) (Title) (License#) (% Ownership)

\_\_\_\_\_  
(Home Address) (Telephone Number)

### CURRENT LICENSE INFORMATION FOR ALL LICENSED STAFF

PRIMARY AGENT \_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_

2. \_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_

3. \_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_

4. \_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_

\*Include photocopies of current 2-20 license(s) for all Agents.

### PRINCIPAL COMPANIES NOW REPRESENTED ON A DIRECT BASIS

NAME	DATE APPOINTED	LAST YEAR'S VOLUME	LOSS RATION
1. _____			% _____
2. _____			% _____
3. _____			% _____

NAME OF BANK: ADDRESS: CITY: STATE: ZIP:

PROFESSIONAL ASSOCIATIONS TO WHICH YOU BELONG:

FAIA \_\_\_\_\_ PIA \_\_\_\_\_ S.I.A. \_\_\_\_\_ ( ) OTHER \_\_\_\_\_

1. Has any company cancelled your agency contract in the last three years? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, give details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you or any employee of the applicant Broker ever been requested to appear in court, before any public official, before a committee or any professional or business organization, or otherwise, because of criticism of any conduct relating to insurance? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain nature of each criticism and outcome of each action, appending separate statement.

3. Has a license pertaining to any type of insurance-related activity and held by you or any employee of the applicant Broker ever been revoked, suspended, or withdrawn by action of any regulatory authority? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain fully, appending separate statement.

4. Has a license pertaining to any type of insurance-related activity and help by any person, partnership or organization with which you or any owner or officer of the applicant Broker has been affiliated been revoked, suspended, or withdrawn by any regulatory authority during the time of your affiliation? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain in full, appending separate statement.

5. Have you or any employee of the applicant Broker ever been fined, disciplined, admonished, or ordered to discontinue a business practice or conduct by any regulatory authority or other public official or court? (Do not include motor vehicle traffic, parking, or speeding violations.) Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain in full, appending separate statement.

6. Have you or any employee of the applicant Broker ever been requested to appear in court, before any public official, before a committee or any professional or business organization or otherwise, because of criticism of any conduct not relating to insurance? (Do not include motor vehicle traffic, parking or speeding violations.) Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain nature of each criticism and outcome of each action, appending separate statement.

INSURANCE AGENTS ERRORS AND OMISSIONS? Yes \_\_\_\_\_ No \_\_\_\_\_

CARRIER: POLICY NUMBER: POLICY PERIOD: LIMIT:

\*Include photocopy of Errors & Omissions Daily.

EXCESS & SURPLUS LINES BROKERS YOU CURRENTLY USE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMERCIAL LINES VOLUME YOU PLACE IN E & S MARKETS: \_\_\_\_\_

ANNUAL VOLUME YOU WOULD PLACE WITH SHELLY, MIDDLEBROOKS & O'LEARY, INC. PLEASE BREAK DOWN, GENERALLY, BY CLASS SUCH AS COMMERCIAL AUTO, GENERAL LIABILITY, COMMERCIAL FIRE, PERSONAL LINES, ETC.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL NOTE

"In making this application, it is understood that an investigative consumer report may be prepared. This inquiry includes information as to your character, general reputation and personal characteristics. You have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation."

APPLICANT'S SIGNATURE

\_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

## **BROKERAGE AGREEMENT**

THIS BROKERAGE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Shelly, Middlebrooks & O'Leary Inc. ("SMO"), and \_\_\_\_\_ ("Broker").

In consideration of the mutual promises and covenants hereinafter set forth, it is hereby agreed as follows:

1. **Basic Agreement.** SMO is an agent for certain insurance companies from whom and on whose behalf it procures, sells and places property and casualty insurance, and has agreed to place with the carriers it represents property and casualty insurance for Broker's customers, subject to the terms and conditions of this Agreement.
2. **Licensing.** Broker hereby warrants to SMO that Broker is duly licensed as an insurance agent in accordance with laws of the state or states in which business is to be transacted with SMO. Broker will furnish a copy or copies of the appropriate licenses upon request by SMO, including all renewals of licenses. Broker will notify SMO promptly of any license change, termination, suspension or cancellation for any reason whatsoever.
3. **Authority.** Broker is an "independent contractor" is not an agent or employee of SMO and has no authority to bind SMO, or any insurer represented by SMO, to any contract of insurance or other contractual obligation. Broker shall not cause to be issued any advertising respecting SMO or any insurer represented by SMO, nor shall Broker cause to be issued any binder or insurance certificate. Binders issued by SMO shall become effective on such terms and at such times as SMO may establish by company policy from time to time.
4. **Guarantee of Payment.** Subject to the provisions hereof, Broker shall be responsible for and hereby guarantees payment of all premiums and additional premiums due to SMO resulting from contracts of insurance effected by SMO for Broker (the "Premiums"). Premiums shall include all applicable state taxes, policy fees, inspection fees, processing fees, and unearned commissions due to SMO on binders or policies that have been cancelled. SMO is due payment of Premiums in accordance with terms established by SMO from time to time. Such payment obligation shall not be contingent upon the issuance of a policy. If Broker does not make payment of any sums due in accordance with established terms, SMO may, without wavier of any other remedy, cancel the appropriate contract of insurance for nonpayment of premiums. Any credit extended to insured's shall be at the Broker's sole risk and Premiums shall be paid to SMO by the Broker when due, whether or not they have been collected by Broker.
5. **Uncollectible Adjustable Premiums.** Premiums (including those which have been determined by audits, retrospective rating adjustments and/or interim reports) are fully earned at the invoice date of such audits or other adjustments as evidenced by an invoice by SMO. Broker will be relieved of responsibility for any uncollectible premiums thirty (30) days after invoice date, but only if the Broker, after diligent efforts, is unable to collect such premiums and Broker notifies SMO in writing within thirty (30) days from said invoice. Broker's failure to make diligent efforts to collect such premiums shall constitute an acceptance by Broker of responsibility to pay such premiums. Timely notice shall be a letter sent by mail, fax or e-mail, received at the offices of SMO within thirty (30) days of the invoice date. If commission applies to these adjustments, none will be paid to Broker on premiums collected directly by SMO at any time after SMO has received Broker's notice. In addition, Broker's notice to SMO shall not relieve Broker of responsibility to make any and all attempts to collection of such premiums prior to thirty (30) days after invoice date.
6. **Flat Cancellation.** No insurance contract may be returned to SMO for flat cancellation unless it is returned prior to the inception or effective date of the contract. Earned Premiums shall be computed and charged on every insurance contract canceled after inception in accordance with the cancellation provisions of such contract.
7. **Advance Commissions.** Broker shall refund to SMO any advance commissions on canceled policies and premium reductions at the same rate upon which the Broker originally retained such commission.
8. **Financed Premiums.** All financed premium money will be sent directly to SMO by premium finance companies, and all finance return premiums will be sent to premium finance companies by SMO. In the event a financed premium is cancelled and the premium has not been refunded to the premium finance company, Broker shall promptly refund any premiums and unearned commissions due to SMO.
9. **Control of Business/Expirations.** Provided that the Broker has accounted for and paid over all Premiums to SMO for which it may be liable, all business placed under this Agreement by Broker, including the Broker's records and use and control of expirations, shall remain the property of Broker and left to Broker's undisputed possession and control. The parties agree, however, that in the event there are Premiums due to SMO at the termination of this Agreement for any reason, SMO shall have the exclusive use and control of all expirations and renewals of such business unless and until the Premiums have been paid in full to SMO.
10. **Policy Renewal.** Broker understands that renewal/expiring policies are not automatically renewed, and Broker must request and receive renewal quotations from SMO subject to the same terms and conditions as if the business were a new presentation to SMO.
11. **Broker's Expenses.** Broker will be responsible for all of Broker's expenses, including rentals, transportation, facilities, clerk hire, attorney's fees, postage, advertising, personal local license fees, municipal, county and occupational taxes, Errors and Omissions Insurance, and all other expenses of Broker.

12. **Indemnification.** SMO assumes no responsibility toward any insured or broker with regard to the adequacy, amount or form of coverage obtained through SMO. Broker will indemnify and hold SMO harmless against any and all losses, including all costs and attorneys' fees incurred in defense of any claim, suit, or proceeding, if such loss results from or arises out of the Broker's act or omission.

13. **Assignment.** This Agreement shall bind and shall inure to the benefit of the successors or assigns of SMO. This Agreement may not be assigned by Broker without the express written consent of SMO.

14. **Cost of Collection.** Broker will be responsible for all legal expenses, attorneys' fees and cost incurred by SMO in the collection of monies due under this Agreement.

15. **Personal Liability.** The undersigned Broker is personally responsible for all accounts due SMO, whether the Broker be a corporation, partnership or individual. If Broker is a corporation or partnership, the undersigned officer or officers, by signing this Agreement, also accept personal liability for any and all money due SMO.

16. **Errors and Omissions Insurance.** Throughout the term of this Agreement, Broker shall purchase and maintain Errors and Omissions Insurance coverage with liability limits of not less than \$1,000,000 per occurrence. Evidence of such insurance shall be provided to SMO upon execution of this Agreement and thereafter upon SMO's written request.

17. **Cancellation.** This Agreement may be canceled at any time by 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.

18. **Confidential Information.** Broker will not, either during the term of this Agreement or upon expiration of this Agreement, communicate, disclose or utilize to or for Broker's own benefit or the benefit of any other entity or persons, any techniques, plans, designs, programs, customer information or other information not in the public domain pertaining to the business or affairs of SMO or of any of Broker's affiliates. Information shall not be considered to be in the public domain if revealed or disclosed in contravention of this Agreement or the agreements made between SMO and other parties.

19. **Applicable Law; Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Florida. The parties hereby agree and stipulate that any action under this Agreement shall be conducted solely in Duval County, Florida.

20. **Entire Agreement.** This Agreement revokes and supersedes any and all previously existing Broker's Agreements between SMO and Broker as parties hereto. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and, except as otherwise provided herein, may only be changed or modified by an agreement in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in Duval County, Florida as of the date first above written.

Shelly, Middlebrooks, & O'Leary, Inc.

By \_\_\_\_\_

It's \_\_\_\_\_

"SMO"

By \_\_\_\_\_

It's \_\_\_\_\_

"Broker"

PERSON TO WHOM CORRESPONDENCE SHOULD BE ADDRESSED:

a) ACCOUNTING \_\_\_\_\_

b) UNDERWRITING \_\_\_\_\_

c) CLAIMS \_\_\_\_\_