



Affiliate Membership Application

(Arizona & New Mexico)

Western Insurance Agents Association (WIAA)

11190 Sun Center Drive, Rancho Cordova CA 95670

(800) 553-4221, Fax (916) 443-5559 / E-mail: membership@wiaagroup.org

Agency Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Contacts:

To better serve your agency, please let us know the contact for each of the following areas:

Agency Principal(s) _____ E-mail: _____

Manager Commercial _____ E-mail: _____

Manager Personal Lines: _____ E-mail: _____

Dues:

Annual membership: **\$250.00**

Please Note: Membership to WIAA will not be recognized until payment is received.

Renewal dues shall be payable on the first day of the month in which your membership commenced. An invoice reminder will be issued. Failure to renew in a timely manner will result in a loss of member privileges and a loss of rights to WIAA Insurance Services' programs.

Payment Methods:

Check for \$_____ payable to WIAA

Mail to: 11190 Sun Center Drive, Suite 100
Rancho Cordova, CA 95670

OR

Credit Card type: MasterCard VISA American Express Amount: \$_____

Credit Card # _____ Expiration Date: _____

Security Code: _____ Billing Address Zip Code for this card: _____

Name as it appears on card: _____

Signature Authorization: _____

Note: Payment of membership dues may be deductible as an ordinary business expense. For 2015, 100% of your dues are deductible for federal income tax purposes.

INSURANCE PROGRAMS

WIAA members become eligible for consideration as sub-producing agencies of the insurance markets offered through WIAA Insurance Services.

Subproducer Marketing Agreement

This declarations page with the Subproducer Marketing Agreement provisions and modifications if any issued to become part of the Agreement and completes this Agreement.

Agency Name: _____
Street Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

Terms & Conditions

This Agreement is entered into between the insurance agency or brokerage named in the Declarations, hereinafter called "SUBPRODUCER" and Agents Resources, Inc. d/b/a WIAA Insurance Services

Conduct of Business

SUBPRODUCER warrants and represents that SUBPRODUCER holds a currently valid insurance agent's/broker's license by or accepted by the State(s) in which risks to be insured under this Agreement are located, and that said license(s) will be maintained in force for the duration of this Agreement; that SUBPRODUCER currently has in force Errors and Omissions insurance coverage with limits not less than \$1,000,000 per occurrence; and, that said minimum limits of insurance will be maintained in force for the duration of this Agreement; that

SUBPRODUCER intends to place business in compliance with limits and guidelines as established by WIAA Insurance Services and the companies represented by WIAA Insurance Services.

SUBPRODUCER will maintain membership in the Western Insurance Agents Association (WIAA) for the duration of this Agreement.

SUBPRODUCER is not allowed to broker business without prior approval from WIAA Insurance Services.

SUBPRODUCER agrees to comply with the broker fee requirements and regulations as stated by the Department of Insurance and must fully disclose the broker fee to the insured. SUBPRODUCER understands and agrees that a broker fee will not be charged to any customer on any transaction of Personal Lines insurance business.

SUBPRODUCER agrees that SUBPRODUCER is not authorized in any way to bind risks for any company represented by WIAA Insurance Services, or to act in anyway as an agent of the company or WIAA Insurance Services, or to hold him/herself out as such. SUBPRODUCER further agrees that SUBPRODUCER is not authorized to make, alter, vary or discharge any insurance policy contract, or to extend time for payment of premiums, or to waive or extend any policy or condition, or to incur liability on behalf of WIAA Insurance Services or any company represented by WIAA Insurance Services.

SUBPRODUCER agrees that any advertisement, brochure or marketing document intended for general distribution that utilizes the name, logo or

symbol of WIAA Insurance Services or any company represented by WIAA Insurance Services must be submitted to WIAA Insurance Services for written approval prior to use.

SUBPRODUCER understands and agrees that nothing in this Agreement shall be construed as limiting or restricting the right of any company represented by WIAA Insurance Services to cancel or non-renew any policy of insurance issued in accordance with the cancellation or non-renewal provisions contained within any such insurance policy contract and/or for failure to meet on a continuing basis the underwriting requirements.

Commissions

WIAA Insurance Services will pay SUBPRODUCER commissions on all policies at the rates specified in the Commission Schedule(s). WIAA Insurance Services reserves the right to amend commissions. Commission payment will be calculated and paid based on net commissions (commissions on new paid premium less any return commission due) due SUBPRODUCER within 30 days of WIAA Insurance Services' receipt of the commission from the company. SUBPRODUCER agrees to pay return commission, if any, to WIAA Insurance Services within 30 days following receipt by SUBPRODUCER of the request for return.

Direct Billed Business

All policies issued under this Agreement are direct billed by the company issuing the policy. SUBPRODUCER agrees that any premium received by SUBPRODUCER for policies issued under this Agreement will be held in trust for the company and will be remitted promptly when due.

Ownership of Expirations

Upon termination of this Agreement, the records of the SUBPRODUCER and the use and control of expirations shall remain the property of the SUBPRODUCER for policies issued under the Agreement.

Policyholder's Designation of SUBPRODUCER

Any request for change or clarification of SUBPRODUCER of Record status must be in writing from the policyholder presented to WIAA Insurance Services All requests for individual policy change of SUBPRODUCER of Record will be honored effective the next regular renewal date of the policy. If guidelines permit, books of existing business may be transferred from one agent/broker to another upon written request by both parties presented to WIAA Insurance Services. Requests for book transfers are effective immediately upon acceptance by WIAA Insurance Services.

Suspension

WIAA Insurance Services may suspend a SUBPRODUCER's right to submit new business under this Agreement for the period of time necessary to investigate circumstances surrounding any apparent violation of the intent of this Agreement. WIAA Insurance Services will forward written notice of suspension to SUBPRODUCER.

Termination of Agreement

This Agreement takes effect as of the Effective Date shown below and may be terminated: At any time by mutual Agreement. Immediately by either party upon written notice to the other if the other is in default on any of the obligations under this Agreement. By either party upon ninety days written notice to the other. Immediately upon notification from the company by WIAA Insurance Services of the company's refusal to issue new and/or renewal policies.

WIAA Insurance Services – Subproducer Marketing Agreement

After Suspension or Termination

Upon suspension or termination of this Agreement, SUBPRODUCER's right to submit new applications or place renewals will cease. SUBPRODUCER's expiring policies will be continued in force.

Other Provisions

Headings

The subject headings of the paragraphs and subparagraphs of Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of its provisions.

Severability

If any one or more of the provisions of the Agreement shall for any reason be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not negate validity or enforceability of any other part of the Agreement.

Notices

All notices, requests, demands, and any other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or in the third day after if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, to the last known address.

Parties to Agreement

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations of liability of any third person to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

To be completed by SUBPRODUCER:

I have read and agree to abide by the Terms & Conditions of this Agreement.

Signature: _____

Name/Title: _____

Date: _____

Assignment

Neither party shall assign its right or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Recovery of Litigation Cost

If any legal action or arbitration or other proceeding is brought for the enforcement of this because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

Hold Harmless

SUBPRODUCER agrees to indemnify and hold harmless WIAA Insurance Services, its parents, subsidiaries and related entities, as well as their directors, employees and agents, from any claim and all causes of action or claims of any type, including costs and attorney's fees arising out of failure to perform WIAA Insurance Services' duties and responsibilities under this Agreement.

Jurisdiction

This Agreement shall be subject to and construed under the laws of the state of California.

Entire Agreement

This Agreement constitutes the entire Agreement between WIAA Insurance Services and SUBPRODUCER and supersedes all prior and contemporaneous Agreements.

To be completed by WIAA:

WIAA Insurance Services Subproducer Code: _____

Approved by: _____

Effective Date: _____



Subproducer Appointment Survey

The following information will be treated as confidential and will be utilized only for the purpose of assisting WIAA in determining eligibility as a subproducing agency.

Agency Name: _____

Agency License #: _____ Expires: _____ Current E&O carrier: _____ Expires: _____

Approximate mix of business by annual premium volume:

Personal Lines: \$ _____ Commercial: \$ _____ Workers' Comp: \$ _____ Excess & Surplus: \$ _____

General Agents/ Wholesalers you use regularly	# of Years	Carriers you have direct access to:	Line of Business:	Direct Appointment or Subcoded through MGA?	Loss Ratio
			<input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC		
			<input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC		
			<input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC		
			<input type="checkbox"/> PL <input type="checkbox"/> CL <input type="checkbox"/> WC		

Please list top four insurance carrier's business is placed with and the premium volume derived from placement:

Insurance Carrier	Revenues	Insurance Carrier	Revenues

How did you hear about WIAA? Please use member's full name if you were referred by a member: _____

Agency Management System: _____

Personal Lines Comparative Rater (required if doing personal lines): FSC Rater PL Rating Turbo Rater Rater Account #: _____

Has anyone at the agency ever had any insurance complaints, E&O claims or had their P/C license revoked/suspended? Yes No If yes, please explain: _____

Do you specialize in any specific business type or have a niche market preference (i.e.: lessor's risks, hotels, work comp, auto/home, etc.)? If so please describe: _____

Have you ever lost a direct appointment with one of our carriers? Yes No If yes, please explain: _____

Are you interested in transferring an existing book of business over to WIAA?? Yes No If yes, please provide details: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <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) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is 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.

Social security number									

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

Employer identification number									

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).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.