



Membership and Subproducer Checklist 11190 Sun Center Drive #100, Rancho Cordova, CA 95670

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

Thank you for your interest in working with us! The following documents are required to process your WIAA membership and subproducer appointment:

- 1. Membership Application
- 2. Subproducer Marketing Agreement
- 3. Subproducer Appointment Survey
- 4. W-9 Form
- 5. Current E&O declarations page or certificate
- 6. Current Broker Bond for CA agents
- 7. Current agency & individual P/C license(s) for all states you wish to write in. WIAA Insurance Services is licensed in CA, AZ, NM, NV, CO, TX and WA.

Please email the completed forms to <u>membership@wiaagroup.org</u> or fax to (916) 443-5559. Allow up to 24 hours for processing.



Membership Application
11190 Sun Center Drive, Rancho Cordova, CA 95670
Phone (800) 553-4221 / Fax (916) 443-5559 Email: membership@wiaagroup.org

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CUIIIDAIIV	Information:

Company Name & DBA:						
Physical Address:			City:		_State:	Zip:
Mailing Address if different:			City:		_ State:	Zip:
Phone:	Alternate/Cell:			Fax:		
General Email:		W	ebsite:			
Preferred method of communication:	☐ Email ☐ Phone	☐ Fax Da	te entity was establ	ished:	# of Loc	ations:
Reasons for joining WIAA:						
Catal ataff aires	ain aantaata halaw					
Total staff size: Please list m	ain contacts below:	T				Washin Dulla Ca
Name		License #	Years of Experience	Email Address		Weekly Bulletin E-newsletter?
						Yes No
						Yes No
						Yes No
						Yes N
Annual Commission	Annual Dues = \$510 = \$685 = \$875 = \$1,030	☐ \$600 ☐ \$900 ☐ \$1,50	Commission ,001-\$900,000 ,001-\$1,500,000 ,00,001 & Over r:	= \$1,180 = \$1,355 = \$1,700		
Payment Method:						
Check: Full Pay Please m	ake payable to WIAA Grou	p.				
Credit Card: Full Pay Quarte	rly* Monthly * Plea	ase select card	type:	Card 🗌 VISA 🔲 A	merican Exp	ress
Credit Card #:			E	xpiration Date:	Code	o:
Print name as it appears on card:						
* I authorize Western Insurance Agents As authorization will continue until which time should allow 30 days from receipt of sent time of joining or upon annual renewal of r	I have mailed written notifi written notification to discor	ication to WIAA ntinue the sched	instructing them tha luled debits. I also u	It I have elected to termina inderstand that annual me	te this conse	ent. I understand that
Signature Authorization:				Date:		

Note: As a 501(c)6 organization, your dues may be tax deductible as an ordinary business expense.

INSURANCE PROGRAMS

WIAA members become eligible for consideration as sub-producing agencies of the insurance programs 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.

gency Name:	
reet Address:	
ty, State, Zip:	
none:	_
ах:	
mail:	

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 by 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.

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 of the SUBPRODUCER to perform the SUBPRODUCER's 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 SUBPRODUCER:	To be completed by WIAA:
I have read and agree to abide by the Terms & Conditions of this Agreement.	
	WIAA Insurance Services Subproducer Code:
Signature:	
Name/Title:	Approved by:
Date:	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:			Expires:				
Approximate mix of business by annual pr	emium volume) :						
Personal Lines: \$ Cor	mmercial: \$	Work	ers' Comp: \$_	Excess &	Surplus: \$			
General Agents/ Wholesalers you use regularly	# of Years	Carriers you have direct access to:		Line of Business:	Appoin Sub	rect tment or coded h MGA?	Loss Ratio	
				☐ PL ☐ CL ☐ WC				
				☐ PL ☐ CL ☐ WC				
				PL CL WC				
				☐ PL ☐ CL ☐ WC				
Insurance Carrier		Revenues		Insurance Carrier		Revenues		
How did you hear about WIAA? Please u Agency Management System:								
Personal Lines Comparative Rater (requir Has anyone at the agency ever had any ir explain:	nsurance comp	olaints, E&O claims or	had their P/C	· ·				
Do you specialize in any specific business describe:	type or have	a niche market prefer		sor's risks, hotels, work comp	, auto/hom	ne, etc.)? If	so please	
Have you ever lost a direct appointment w	ith one of our	carriers? Tyes T	No If yes, ple	ease explain:				
Are you interested in transferring an existi	ng book of bus	siness over to WIAA?	? Yes	No If yes, please provide det	ails:			



Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	I Name (as snown on your income tax return). Name is required on this line, do not leave this line blank.						
	2 Business name/disregarded entity name, if different from above						
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership	cer	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
ns e	single-member LLC		Exe	empt payee	code	(if any)	
Print or type. See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	rship) ▶	_				
	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	is	Exemption from FATCA reporting code (if any)				
eci	☐ Other (see instructions) ▶		(Арр	lies to accounts	: mainta	ined outside	e the U.S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's na	me and a	and address (optional)			
See							
•,	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
В.	The second to differ the New York (TIM)						
Par		Social	Leogurita	y number			
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to aup withholding. For individuals, this is generally your social security number (SSN). However, the security number (SSN) is generally your social security number (SSN).	U.U.	T	y Humber	1 [$\overline{}$	
reside	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other			-	-		
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>				J		
TIN, la		or Emplo	war idan	ntification i			
	If the account is in more than one name, see the instructions for line 1. Also see What Name per To Give the Requester for guidelines on whose number to enter.	ana Emple	J L				
7 407776	or re and the requester for guidelines on whose hamber to onton		-				
Dou	t II Certification				Ш		
Par							
	r penalties of perjury, I certify that:						
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (bruce (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and) I have not bee	en notifi	ed by the	Inter		
3. I ar	n a U.S. citizen or other U.S. person (defined below); and						
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	na 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,

other than	1 1 2/	utions to an individual retirement arrangement (IRA), and generally, payments, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶	Date ►	

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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 taxpaver 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,