

# Membership & Broker Checklist

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## Thank you for your interest in working with us!

The following documents are required to process your WIAA membership and subproducer appointment:

- ▶ Membership Application
- ▶ Broker Marketing Agreement
- ▶ Broker Appointment Survey
- ▶ W-9 Form
- ▶ Current E&O declarations page or certificate
- ▶ Current Broker Bond for CA agents
- ▶ 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 [membership@wiaagroup.org](mailto:membership@wiaagroup.org) or fax to (916) 443-5559. Allow up to 24 hours for processing.*



# Membership Application

**Company Information:**

Company Name & DBA: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Mailing Address if different: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Alternate/Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Website: \_\_\_\_\_ Date entity was established: \_\_\_\_\_ # of Locations: \_\_\_\_\_  
 Reasons for joining WIAA: \_\_\_\_\_  
 How did you hear about WIAA? Please use full name if you were referred by a member: \_\_\_\_\_

**Total staff size: \_\_\_\_\_ Please list main contacts below:**

Name	Title	Email Address	Weekly Bulletin E-newsletter?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

**Membership Dues:**

Annual membership based on your agency's property & casualty commission income. Select one below:

<u>Annual Commission</u>	<u>Annual Dues</u>	<u>Annual Commission</u>	<u>Annual Dues</u>
<input type="checkbox"/> \$0-\$75,000	= \$510	<input type="checkbox"/> \$600,001-\$900,000	= \$1,180
<input type="checkbox"/> \$75,001-\$150,000	= \$685	<input type="checkbox"/> \$900,001-\$1,500,000	= \$1,355
<input type="checkbox"/> \$150,001-\$300,000	= \$875	<input type="checkbox"/> \$1,500,001 & Over	= \$1,700
<input type="checkbox"/> \$300,001-\$600,000	= \$1,030	<input type="checkbox"/> Other: _____	

**Payment Method:**

**Check:**  Full Pay Please make payable to WIAA Group. Mail to: 11190 Sun Center Drive 100, Rancho Cordova, CA 95670

**Credit Card:**  Full Pay  Quarterly\*  Monthly\* **Please select card type:**  MasterCard  VISA  American Express

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Code: \_\_\_\_\_

Print name as it appears on card: \_\_\_\_\_

\* I authorize Western Insurance Agents Association (WIAA) to initiate scheduled debits for membership dues to my credit card account as indicated above. This authorization will continue until which time I have mailed written notification to WIAA instructing them that I have elected to terminate this consent. I understand that I should allow 30 days from receipt of sent written notification to discontinue the scheduled debits. I also understand that annual membership dues are fully earned at the time of joining or upon annual renewal of membership and no refund is entitled once membership year has commenced.

**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 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 #: \_\_\_\_\_ Current E&O carrier: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Accounting Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Email for all policy documents from WIAA Insurance Services: \_\_\_\_\_

Total agency P/C volume: \$ \_\_\_\_\_

Approximate mix of business by annual premium volume (adds up to 100%):

Personal Lines: \_\_\_\_\_ % Commercial: \_\_\_\_\_ % Excess & Surplus: \_\_\_\_\_ %

Top 3 Wholesalers you use regularly:	Top 3 Carriers you are directly appointed with:	Line of Business:	Loss Ratio
		<input type="checkbox"/> PL <input type="checkbox"/> CL	
		<input type="checkbox"/> PL <input type="checkbox"/> CL	
		<input type="checkbox"/> PL <input type="checkbox"/> CL	

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

Insurance Carrier	Premium	Insurance Carrier	Premium

List any carriers that have terminated their contract with the agency in the last 3 years and the reason for the termination: \_\_\_\_\_

Agency Management System: \_\_\_\_\_ Personal Lines Comparative Rater (required if doing personal lines): \_\_\_\_\_

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:

Are you interested in earning up to 90% commission by transferring an existing book of business over to WIAA?  Yes  No If yes, please provide details and someone will get in touch with you:



## Independent Broker Marketing Agreement

Agency Name (BROKER):

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### Terms & Conditions

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

### Conduct of Business

BROKER warrants and represents that BROKER 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 BROKER 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

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

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

BROKER is **not** required to work exclusively with WIAA Insurance Services and may place business through any other company or organization, in addition to through this Agreement. BROKER is **not** required to place business through this Agreement.

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

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

BROKER agrees that BROKER is not the employee or authorized representative of WIAA. BROKER agrees that BROKER is not authorized in any way to bind risks for any company represented by WIAA Insurance Services, or to act in any way as an agent of the company or WIAA Insurance Services, or to hold it/him/herself out as such. BROKER further agrees that BROKER 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, or to hold it/him/herself out as so authorized.

BROKER 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. BROKER understands and agrees that such approval may, or may not, be given at the sole discretion of WIAA Insurance Services.

BROKER 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.

### Independent Contractor

**BROKER is an independent contractor, and, as such, WIAA Insurance Services will not withhold or make payments for social security contributions; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on BROKER's behalf for BROKER's employees and contractors. BROKER is solely responsible for all taxes, withholdings, and other similar statutory obligations for all personnel, including, but not limited to, worker's compensation insurance. BROKER hereby agrees to indemnify and defend WIAA Insurance Services against any and all claims made by any entity on account of an alleged failure by BROKER to satisfy any such tax, withholding obligations, or contributions, including penalties and interest. The independent contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity, and the independent contractor is obligated to pay federal and**



**state income tax on any moneys paid pursuant to this Agreement.**

### **Commissions**

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

### **Trust Accounting**

BROKER agrees that any premium received by BROKER for policies issued under this Agreement will be held in trust for the issuing company and will be remitted promptly when due.

### **Ownership of Expirations**

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

### **Policyholder's Designation of BROKER**

Any request for change or clarification of Broker of Record status must be in writing from the policyholder presented to WIAA Insurance Services. All requests for individual policy change of Broker of Record will be honored, effective on 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 BROKER's right to submit new business under this Agreement for the period of time necessary to investigate circumstances surrounding any apparent violation of the substance or intent of this Agreement. WIAA Insurance Services will forward written notice of suspension to BROKER.

### **Abandoned Policies**

BROKER agrees that policies produced hereunder will become Abandoned Policies if any of the following occur and remain unresolved for a period of 3 months from the date of first occurrence: BROKER loses license in the domiciled state of any insured, loss of license in one state will only impact policies written in that state; or BROKER's E&O policy on file with WIAA Insurance Services lapses; or Email or phone-based request sent to BROKER for policy assistance, or claims information or updated BROKER information is ignored or BROKER is unresponsive.

### **Termination of Agreement**

This Agreement takes effect as of the Effective Date shown below and may be terminated as follows: 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 without cause upon ninety days written notice to the other; Immediately upon notification from the issuing company by WIAA Insurance Services of the issuing company's refusal to issue new and/or renewal policies. Additionally, WIAA holds the authority to terminate this Agreement at any time, with or without notice, for cause; which includes but is not limited to: a conviction or plea to a crime of moral turpitude; loss or suspension of license; cancellation or expiration of Errors and Omissions insurance; violation by BROKER of any fiduciary or legal duty; adverse action by the Department of Insurance; discovery that information provided by BROKER to WIAA Insurance Services was not accurate; and failure to respond to requests for information by WIAA within the time provided. Upon or after termination of this Agreement for any reason, WIAA Insurance Services maintains the sole and exclusive right to terminate BROKER's business.

### **Renewal**

This Agreement shall renew annually upon submission by BROKER of a certification that BROKER's Errors & Omissions insurance coverage remains in force and that BROKER remains in good standing with the Department of Insurance in each state in which BROKER does business. Failure to timely submit the certification is grounds for termination.

### **Ownership of Expirations and Renewals**

BROKER and WIAA Insurance Services expressly recognize BROKER's independent ownership of the policy expirations covered by this Agreement and BROKER shall retain ownership of these expirations during and after the termination of this Agreement except as specified in the "Abandoned Policies" section. Abandoned Policies may be reassigned to another BROKER in good standing.



**After Suspension or Termination**

Upon suspension or termination of this Agreement, BROKER's right to submit new applications or place renewals will cease. BROKER's expiring policies will be continued in force unless WIAA elects to terminate BROKER's business.

**Headings**

The subject headings of the paragraphs and subparagraphs of this 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 the 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 on 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 person any right of subrogation or action over or against any party to this Agreement.

**Assignment**

Neither party shall assign its rights 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 Agreement 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 and Indemnification**

BROKER agrees to indemnify, defend, and hold harmless WIAA Insurance Services, its parents, subsidiaries and related entities, as well as their directors, employees and agents, from any and all liability, losses, damages, causes of action or claims of any type, including costs, judgments, settlements, and attorney's fees, that may arise out of or in connection with BROKER's performance of services pursuant to or related to this Agreement.

**Jurisdiction and Choice of Law**

This Agreement shall be subject to and construed under the laws of the state of California. The sole and exclusive venue for any legal proceeding arising out of this Agreement will be Sacramento County, California.

**Attorney's Fees**

In the event of any claim or action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorney's fees.

**Entire Agreement**

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

To be completed by BROKER:

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

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

To be completed by Agents Resources, Inc. d/b/a WIAA Insurance Services:

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

