



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 membership@wiaagroup.org or fax to (916) 443-5559. Allow up to 24 hours for processing.



Western Insurance Agents Association

Membership Application

11190 Sun Center Drive, Rancho Cordova, CA 95670

Phone (800) 553-4221 / Fax (916) 443-5559

Email: membership@wiaagroup.org

Company Information:

Company Name & DBA: _____

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

Mailing Address if different: _____ City: _____ State: _____ Zip: _____

Phone: _____ Alternate/Cell: _____ Fax: _____

General Email: _____ Website: _____

Preferred method of communication: Email Phone Fax Date entity was established: _____ # of Locations: _____

Reasons for joining WIAA: _____

Total staff size: _____ Please list main contacts below:

Name	License #	Years of Experience	Email Address	Weekly Bulletin E-newsletter?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<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:

Annual Commission

- \$0-\$75,000
- \$75,001-\$150,000
- \$150,001-\$300,000
- \$300,001-\$600,000

Annual Dues

- = \$510
- = \$685
- = \$875
- = \$1,030

Annual Commission

- \$600,001-\$900,000
- \$900,001-\$1,500,000
- \$1,500,001 & Over
- Other: _____

Annual Dues

- = \$1,180
- = \$1,355
- = \$1,700

Payment Method:

Check: Full Pay Please make payable to WIAA Group.

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 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 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:

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

Signature: _____

Name/Title: _____

Date: _____

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: _____

