



How Did You Hear About Us? Internet Mailer Referral Convention
 Other _____

AGENCY QUESTIONNAIRE

Business Tax I.D. #: ___ - ___ - ___ - ___ - ___ Year Established _____

Business Type: Corp. Individual/Sole Partnership LLC

Agency Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Toll Free #: _____ Website: _____

Note: All Commissions and Invoices will be sent to the above mailing address, unless otherwise specified in writing.

AGENCY PERSONNEL INFORMATION - Email Required

► Principal Contact:

Name _____ Phone#/Ext _____

Email _____

► Commercial Lines Contact:

Name _____ Phone#/Ext _____

Email _____

► Accounting Contact:

Name _____ Phone#/Ext _____

Email _____

► Marketing Contact:

Name _____ Phone#/Ext _____

Email _____

LICENSES

E&O Carrier/Policy#: _____ **Expire Date:** _____

Limits: _____ **Deductible:** _____

State licensed to conduct business in: _____

Agency License(s)

State _____ License # _____ State _____ License # _____

State _____ License # _____ State _____ License # _____

PRODUCTION

Total Premium Volume: _____ **Prop/Casualty** _____% **Life/Health** _____%

Number of Licensed Agents: _____ **Personal** _____% **Commercial** _____%

Note: Please provide us with a complete list of contacts for your office

Agent _____ **State** _____ **License #** _____

Agent _____ **State** _____ **License #** _____

Top 3 CLASSES (or lines of business) you specialize in:

1). _____ 2. _____ 3. _____

Top 3 CARRIERS represented:

1). _____ 2. _____ 3. _____

Top 3 Wholesalers/MGAs/Aggregators represented:

1). _____ 2. _____ 3. _____

Please answer the following questions and explain any yes answers on a separate sheet:

- 1) Has your Brokerage had its contract withdrawn by a company that alleged premiums were not paid when due or were not properly account for? **YES NO**
- 2) Is any business developed by Brokerage on a Wholesale basis? **YES NO**
- 3) Has the Brokerage or any of its producers ever had any license revoked or suspended for any reason? **YES NO**
- 4) Does that brokerage lack any license required by law in any applicable Jurisdiction? **YES NO**

Satellite / Branch Locations

How many locations does the agency have? _____

- If more than one office, please provide us with a current branch listing for each location that is becoming appointed with us.

Agreement Number (_____)
GMI USE ONLY

AGREEMENT entered into this _____ day of _____, 201__ by and between GMI Insurance Services (hereinafter, GMI), located at 99 Starr Street, Phoenixville, PA 19460 and Company _____ (hereinafter, Broker), located at _____.

WHEREAS, Broker wishes to place business through GMI for acceptance by admitted carriers in connection with programs administrated by GMI, in accordance with applicable laws and regulations; and

WHEREAS, GMI is willing to offer it's facilities to brokers for placement of such insurance, all the forgoing in accordance with the laws and regulations pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, the parties hereto, intending to be legally bound, agrees as follows:

1. Broker warrants that it holds a Broker's license issued by the State of its domicile and all other licenses required to do business hereunder and intends to place business through GMI for acceptance by admitted carriers in compliance with the laws and regulations pertaining thereto regarding placement of business with admitted carriers.

Broker further warrants that any business which it shall submit to GMI involving persons or property situated in a state other than that of its domicile will, if accepted, be effected in accordance with the insurance laws and/or similar applicable laws of that State and Broker will indemnify GMI for any liability or loss arising as a result of GMI accepting any application submitted by Broker

Broker shall be entitled to collect a commission on such business at a rate which shall be mutually agreed to between the parties at the time of placement of the business.

Broker shall not have authority to appoint other agents or sub-agents for purposes of this agreement and shall not do so, Broker shall have no authority to make and shall not make any agency appointments on behalf of GMI, nor shall Broker make any agreements rendering or purporting to make GMI liable for the payments and/or repayment of expenses, commissions, or any other sums.

If Broker is placing business with GMI that has been directed to it by another legally established insurance producer, Broker accepts full responsibility for that submission as if it were the originator of such placement.

2. It is further agreed by and between the parties that payment of premiums shall be made by broker to GMI not later then 10 days after the effective date of the coverage, unless otherwise agreed to in writing. Failure to pay premiums as scheduled may result in cancellation of the subject policy. All premiums collected from the insured's which are to be paid to GMI shall be held by Broker in a fiduciary capacity in accordance with applicable law and should not be commingled with Broker's other funds.

Any payments to Broker under this Agreement shall be paid only to the extent permissible under applicable laws, rules and regulations. Broker shall have no right to such payment and GMI shall have no duty to make such payments in excess of those legally permissible.

GMI may, at its option, offset Broker's proportional share of any return premiums from any payments due Broker under this agreement.

Notwithstanding any provisions in this Agreement to the contrary, no compensation shall be payable to Broker subsequent to the termination of this Agreement if Broker commits any act of fraud, malfeasance or non-feasance in the performance of its duties hereunder or induces or encourages any of GMI's clients, or any new clients or new hires, to obtain insurance brokerage services from a brokerage agency other than GMI.

3. Broker hereby guarantees the payment of all premiums due GMI on insurance bound or written hereunder, whether or not they are collected by Broker and whether or not they are financed.

4. Any credit extended to the insured or others shall be at the sole risk of the Broker and Broker guarantees that premium shall be paid to GMI by Broker when due.

5. Broker agrees to report immediately to GMI, or the designated claims administrator, any fact, occurrence or incident that may result in a loss or claim, together with full details thereof. Broker shall forward all documents and cooperate fully with GMI, or the designate claims administrator, in the investigation and adjustment of any claim, if requested.

6. Broker agrees to keep complete records and accounts of all transactions and to permit GMI to inspect all records pertaining to business transacted under this Agreement.

7. Broker agrees to maintain Error and Omissions coverage for itself and those for whom it is responsible, in the amount not less than \$1,000,000 throughout the term of this agreement with an insurer with a rating of A- or greater and shall provide GMI appropriate evidence of such insurance upon execution of this Agreement.

8. Broker shall not advertise in any way the name of GMI nor shall broker advertise in any way the name of any company or underwriter represented by GMI without the prior written consent of GMI.

9. Each Party shall defend and indemnify the other against liability arising out of or in connection with this Agreement, including cost of defense and settlements, imposed on the party being so defended and indemnified for damages sustained and caused by negligent acts or omissions or willful misconduct of the other party, provided the party being so defended and indemnified has not caused or contributed to such liability by his own negligent acts or omissions or willful misconduct. The party being so defended and indemnified agrees, as a condition to such indemnification, to notify the other party of any claim or suit against him and, subject to the prior written consent of the party being so defended and indemnified, to allow the indemnifying and defending party to make such investigation, settlement or defense thereof as the indemnifying and defending party deems prudent.

Notwithstanding any provisions herein to the contrary, GMI, at its option, may affect the recovery of damages under this section 9 by offsetting such amounts against payments of amounts otherwise owing by it to Broker hereunder. Election of this remedy shall not be construed as exclusive, and shall not bar GMI from seeking any and all other remedies available at law or equity.

10. It is understood that Broker is an independent contractor and this Agreement does not permit Broker to bind GMI or any company or underwriter represented by GMI. Broker is not hereby the agent of GMI or any company or underwriter represented by GMI.

11. In the event of termination of this agreement, so long as the broker has promptly accounted for and paid all premium for which it may be liable, the broker's records, and use and control of the expirations shall remain the property of the Broker and be left in its undisputed possession: otherwise, use of the records and control of the expirations shall be vested exclusively in GMI.

12. This agreement shall become effective when accepted by GMI and supersedes all previous agreements, whether written or oral. This agreement may be terminated by either party at any time upon giving of written notice of termination, but such termination shall not alter in any way the continued application of this Agreement to policies in effect as of the date of such termination and Broker shall complete the collections of premiums and continue to provide claims support and service on all policies in effect at termination.

13. This agreement constitutes the entire and exclusive understanding between the parties with respect to its subject matter and is to be construed in accordance with and governed by the Commonwealth of Pennsylvania.

14. This agreement may not be assigned by broker without the written consent of GMI.

15. This Agreement shall be binding upon and adhere to the benefit of the parties hereto, their respective heir, successors and assignees.

16. No failure of either party to insist on strict compliance with this Agreement or to exercise any right under it shall be a waiver of such right.

17. This Agreement may be amended, but then only in a written addendum to this Agreement executed by the parties

18. All exhibits and schedules hereto shall be deemed a part hereof.

IN WITTNES WHEREOF, the parties have hereto executed this agreement as of the day and year set forth above.

Broker Name Printed: _____

Broker Signature: _____ Title: _____

Federal ID Number: _____ (attach W-9)

Broker License Number: _____ State: _____

GMI Insurance Services

By: _____ Title: _____

Signature: _____

Date Appointed: _____

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <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 Line 1 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
or
Employer identification number

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

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,