



3159 Shamrock South
PO Box 16579 Tallahassee, FL 32317
Phone: 850.893.4156 Fax: 850.893.8002
www.faiams.com

Independent Market Solutions Application

For Cypress application packet to be complete, you will need to include **all** of the following documents:

- Agency Information Form
- Agency Data Sheet
- E&O Declarations Page
- Current W-9
- 2-20 ID of agent being appointed
- Signed Service Agreement

Appointment Information Contact:

Candis Adams, CCSR, AIAM
Phone: (850) 893-4156, ext. 359
E-mail: cadams@faia.com or imsapt@faia.com
Mailing address: PO Box 16579, Tallahassee, 32317





**Service First Insurance Group, LLC
Confidential Agency Information Form**

General Information		
Agency ID Code	Fed Tax ID:	Date:
	Agency Principal Social Security Number	E&O Policy Period
Agency Name		County
Mailing Address:		Street Address (if not same)
City/State/Zip		City/State/Zip
Telephone:		Email address
Fax	<i>Please circle one:</i> Agency: Individual/Partnership/Corp	
Licensing Information - Principals & Producers		
Agency Principal Name	02-20 License #	Date of Birth:
Home Address /city/state/zip		
Agency Producer to be Licensed	02-20 License #	Date of Birth:
	Agency Producer Social Security Number:	
Home Address /city/state/zip		
1. Have any of the above listed Principal & Producer pled guilty or nolo contendere to or been found guilty of a felony or a crime involving moral turpitude? ___ Yes ___ No		
2. Is this Agency currently appointed with Cypress? ___ Yes ___ No <i>Note: Currently appointed agencies are ineligible to participate in this FMS program</i>		
3. If previously appointed please provide Date _____		
4. How many policies of the following types do you expect to place with Cypress if appointed? _____ Artisan General Liability _____ HO-6 _____ HO-3 _____ HO-4 _____ DP		
Signature of Agency Principal:		

Return this form with a copy of the 02-20 License of the ONE individual to be appointed.

To: FAIA Member Services, Inc.

Attn: Candis Adams
PO Box 16579
Tallahassee, FL 32317

Phone: 850-893-4156 Ext. 351

Fax: 850-893-8002

Email: imsapt@faia.com

Agency Data Sheet

Agency Name: _____ Agent / Principal Name: _____

Location / Address: _____ Telephone: _____

Year Established: _____ Email Address: _____

Counties where business is written: _____

Personal Lines *Current Personal Property Markets*

Carrier	Appointment Date	Inforce Premium	Inforce Policies	Loss / Ratio	
				Current YTD	Prior YTD

Total Personal Property Book: Premium: _____ PIF: _____

Book Profile (% of PIF):

HO3 _____% HO4 _____% HO6 _____% DF _____%

How many new personal property policies do you write per month on average? _____

General Liability

Counties Where Business is Written:

Current General Liability Markets

Carrier or MGA	Check One		Appt. Date	Inforce Premium	Inforce Policies	% Artisan GL	Prior Yr L / R
	MGA	Direct					

How many new GL policies do you write per month on average? _____

What percentage of new GL policies is Artisan GL? _____

Do you currently have any personal property or general liability books of business that you would be interested in moving to Cypress? YES NO

Line of Business	Carrier	Premium Volume	L/R



Have you ever had an agency contract with Cypress P&C? _____

Why are you seeking an agency appointment with Cypress P&C? _____

Have you ever had an Agency Contract terminated with any insurance carrier? _____

(If yes, please provide reason) _____

Have you ever been fined or cited by any regulators? _____

(If yes, please explain) _____

What agency management system does your agency use, if any? _____

Do you utilize any comparative rating software? _____

If yes, please identify: _____

How many CSRs and Producers does your agency employ?

Personal Lines Dept _____

Comm'l Lines Dept _____

Additional information / comments:

PRODUCER AGREEMENT

This Producer Agreement (this "Agreement") is made and entered into between **Service First Insurance Group, LLC** (the "MGA") and _____ (the "Agent").

A. TERM OF AGREEMENT. This Agreement shall be effective as of _____, 20 _____, and shall continue until terminated pursuant to the provisions set forth in Section H below.

B. APPOINTMENT, AUTHORITY AND INDEPENDENT CONTRACTOR STATUS OF AGENT.

1. Appointment and Authority. While this Agreement is in effect and subject to the terms and conditions of this Agreement, MGA appoints the Agent as an agent for Cypress Property & Casualty Insurance Company (the "Insurer") and within the approved territory identified in the Schedules to this Agreement, to act as follows:

a. The Agent is authorized to solicit and submit applications, to issue and deliver binders, endorsements and other evidence of insurance the Insurer is licensed to write, as authorized in the Schedules to this Agreement and the Insurer's underwriting guidelines, bulletins and other instructions, which are incorporated herein by reference. The Agent acknowledges, however, that the Insurer, subject to all applicable law, reserves the right to reject and cancel any policy risk undertaken by Agent that is not entirely satisfactory to the Insurer. If, however, the Insurer cannot cancel such policy risk due to applicable law, then the Agent, at the MGA's request, is required to place such policy risk with a market other than the Insurer's within fifteen days of the MGA's request.

b. The Agent is authorized to receive on behalf of the Insurer and remit upon receipt premiums from the Insurer's policyholders directly to the MGA and to direct all of the Insurer's policyholders to pay premiums directly to the MGA as required by the MGA's billing program.

c. The Agent shall accept policyholders' requests to cancel policies and to forward immediate written notice of such requests to the MGA. The Agent has no authority to initiate policy cancellations.

d. The approved territory within which Agent shall operate, as identified in the Schedules to this Agreement, is not hereby assigned exclusively to Agent, nor shall Agent have the exclusive right to sell any of the Insurer's products.

e. The Agent has no authority to change, omit, add to, or waive any question, statement, or answer on any application or any provision of any policy issued by the Insurer, waive forfeitures, extend time of payment, quote rates other than those expressly authorized by the Insurer, or obligate or bind the Insurer in any way not specifically authorized in this Agreement.

2. Independent Contractor Status. The Agent is an independent contractor and neither Agent nor Agent's employees or assistants are employees of the Insurer or the MGA. Subject to the terms and conditions of this Agreement, the Agent shall be free to exercise the Agent's own judgment as to the persons or entities from whom the Agent solicits insurance and the time, place and manner of such solicitations. The Agent's workplace shall be of the Agent's own choosing at a site other than the Insurer's or the MGA's premises. The Agent agrees to notify the MGA immediately in writing if the Agent changes addresses or begins operating out of an additional location/office, and shall have no authority to submit applications or issue binders from the additional location until the MGA authorizes the additional location in writing. The Agent has exclusive control and responsibility to hire, supervise, and pay its employees or assistants and to select the companies for which it acts as an agent. The Agent warrants and represents that the Agent is fully trained and appropriately licensed to perform pursuant to this Agreement and is not in need of any training by the Insurer or the MGA. The Agent is responsible for maintaining the appropriate license(s) in order that the Agent can lawfully perform pursuant to this Agreement. The Agent is solely responsible for all costs and expenses incurred by Agent, its employees or assistants in the operation of the Agent's business or otherwise, including but not limited to agency expenses, license fees and taxes.

C. RESPONSIBILITIES OF AGENT.

1. **Notification to the MGA.** The Agent shall forward copies of either the binder issued or application taken by the Agent, and otherwise notify the MGA in writing of all liability accepted not later than fifteen (15) business days following the inception date of coverage or the date of acceptance of such coverage, whichever occurs first.
2. **Claims Reporting.** The Agent shall report to the MGA immediately all claims, suits, and notices of loss and further agrees to cooperate with the MGA to facilitate the investigation, adjustment, settlement and payment of any claim and agrees to forward any and all documentation relating thereto, including but not limited to claim forms or reports, legal notices or demands as well as any other information the Agent possesses regarding a claim or potential loss of the Insurer.
3. **Supplies.** At the Agent's own expense, the Agent shall furnish all supplies and materials necessary to perform under this Agreement. The Agent agrees that if the Insurer or the MGA does furnish to the Agent any supplies (including, but not limited to, policy applications, software rating computer disks, or underwriting manuals) such supplies shall remain the property of the Insurer and/or the MGA and shall be accounted for and returned by the Agent upon demand.
4. **Records.** The Agent shall maintain legible and accurate copies of all documents used, prepared or obtained in conducting business hereunder for five years or longer if necessary to comply with applicable law and regulations relating to the maintenance of the books and records of the Insurer. The Agent agrees that all records of the Agent pertaining to the business of the Insurer shall be subject to inspection at any time during and after the term of this Agreement by representatives of the Insurer or the MGA.
5. **Advertisements.** The Agent shall not publish or distribute any advertisements, circulars or other materials referring to the Insurer or the MGA without first securing the written approval of the MGA. The Agent need not obtain approval prior to using advertisements that do not refer to the Insurer or the MGA.
6. **Compliance with Insurance Code.** The Agent shall comply with the insurance codes and regulations of the Insurer's state(s) of domicile as set forth in the Schedules.
7. **Taxpayer Identification.** The Agent shall provide the MGA with a signed, completed copy of a W-9 taxpayer identification. Agent shall promptly notify the MGA of any changes on the W-9.
8. **Licenses.** The Agent shall promptly notify the MGA in writing of each employee who is a personal lines producer and provide the MGA with a copy of each employee's state license. The Agent shall promptly notify the MGA in writing if any such employee's agent license is suspended or revoked, or if the employee's employment by the Agent is terminated.
9. **Lines of Business.** The Agent acknowledges and agrees that the Insurer reserves the exclusive right to determine the lines of business in which the Insurer will engage. The Agent agrees that, subject to compliance with the statutes and regulations of the state of the Insurer's domicile, the Insurer may withdraw from particular lines of business, notwithstanding their presence or reference in this Agreement or its accompanying schedules. Additionally, when the Insurer withdraws from any line of business, any policies issued with respect to such line of business may be canceled (and the unearned premium returned and unearned commission reimbursed). Any such withdrawal from a line of business and/or cancellation of an application shall be without the Insurer or the MGA incurring any liability whatsoever to the Agent for any (i) costs, expenses, or losses or (ii) direct, indirect, consequential, or special damages the Agent incurs due to such withdrawal and/or cancellation by the Insurer. The Agent agrees to restrict insurance effected to such classes and limits of risks which the MGA may from time to time authorize by a letter of instruction, an underwriting guide update or amendment, other written advisories, and the Schedules attached hereto. The Agent further agrees to suspend binding or writing new business (not including renewals) on behalf of the Insurer, for insurance contracts that provide coverage for fire, windstorm, explosion, riot and civil commotion, or extended coverage when:
 - a. A hurricane, tropical storm or tornado watch or warning has been posted, or when there is a definite indication or general public knowledge that a named storm may be expected in the immediate future within the vicinity of the risk in question, and said suspension of writing or binding is in conformity with the MGA's or Insurer's storm procedures;

- b. A named storm is in progress;
- c. A civil disorder, disturbance, civil commotion or riot is in progress;
- d. There is a definite indication or general public knowledge that a civil disorder, disturbance, civil commotion or riot is imminent or may be expected in the immediate future within the vicinity or area of the risk in question;
- e. The risk that is the subject matter of the insurance to be issued by Insurer is located or situated in an area, subdivision, municipality, city, county, commonwealth, or state, which is under curfew or martial law because of civil unrest, and the Agent has not received prior written approval from Insurer to write or bind under the conditions of curfew or martial law in the area; or
- f. The Insurer issues a request relating to the implementation of its exposure management plan (e.g., the closure of a specific county or zip code to new risks).

Additionally, to the extent authorized to bind flood insurance on behalf of the Insurer, the Agent agrees to follow the guidelines of the National Flood Insurance Program currently in effect and as may be amended from time to time.

D. INDEMNIFICATION AND INSURANCE.

1. Indemnification by MGA. The MGA shall indemnify and hold the Agent harmless from all costs, expenses, claims, and losses including, without limitation, attorneys' fees, costs and expenses incurred in investigating or defending any claims, actions or demands or enforcing this indemnity which Agent incurs which arise out of the MGA's errors or omissions in the preparation, handling or servicing of insurance, except to the extent that the Agent caused, contributed to, or compounded such errors or omissions. The obligation of the MGA to indemnify is conditioned upon prompt written notification by the Agent to the MGA of any claim made or legal action brought against the Agent which is subject to indemnifications as set forth above and the MGA has the right to direct the investigation, settlement and defense of any such claim or legal action.

2. Indemnification by Agent. The Agent shall defend, indemnify and hold harmless the Insurer and the MGA from all costs, expenses, claims, and losses, including, without limitation, attorneys' fees, costs, and expenses incurred in investigating or defending any claims, actions or demands or enforcing this indemnity, which the Insurer or the MGA incurs which arise out of any breach of this Agreement by the Agent, or the servants, agents, subagents or employees of the Agent, or negligent acts, willful misconduct, or errors or omissions of the Agent, or the servants, agents, subagents or employees of the Agent, except to the extent that the Insurer or the MGA caused, contributed to, or compounded such errors or omissions. The Agent's obligation to indemnify is conditioned upon prompt notification by the Insurer or the MGA to the Agent of any claim made or legal action brought against the Insurer or the MGA which is subject to indemnification as set forth above and the Agent has the right to direct the investigation, settlement, and defense of any such claim or legal action. The Agent agrees to pay Insurer or the MGA, as appropriate, for any expenses, costs, or losses incurred which are covered by this indemnity within a reasonable time, in no event more than thirty days, after receiving written notice from the Insurer or the MGA of the incurring of such expenses, costs, or losses by the Insurer or the MGA.

3. Errors & Omissions Insurance. The Agent shall maintain in full force and effect during the term of this Agreement a policy or policies of errors and omissions ("E&O") insurance issued by an insurer acceptable to the MGA, and affording coverage in the minimum amount of \$1,000,000 for acts of the Agent, its subagents and employees with a maximum deductible of \$25,000. Such E&O insurance shall be maintained by the Agent at the Agent's sole cost and expense, and shall be primary and non-contributing coverage over any other valid and collectible insurance available to the Insurer or the MGA. The Agent shall furnish a copy of the certificate or binder for such insurance to the MGA each year as soon as practicable after the effective date.

E. COMMISSION.

1. Commission Rate. The MGA agrees to pay commissions to the Agent in accordance with the MGA's current Commission Schedule incorporated herein by reference. The commission rate as shown on the

2. Commission Schedule shall remain continuously in effect during the term of this Agreement, unless revised as set forth below.

3. **Revision of Commission Rate.** The commission rate in the Commission Schedule may be revised by mutual written agreement between the Agent and the MGA, or unilaterally by the MGA after giving the Agent at least sixty days advance written notice of the proposed revision and the effective date. The revision shall then be effective on the date specified in the notice without further action required by the MGA or the Agent.

4. **Offset.** The Agent agrees that any amounts due the Agent that are held by the MGA, including undistributed commissions due, may at any time be applied to and constitute an offset against balances due the Insurer or the MGA from the Agent.

5. **Refund.** If either during the term of this Agreement or after its termination, the Insurer or the MGA refunds premiums under any policy by reason of cancellation, or otherwise, the Agent shall immediately return to the MGA the amount of commission received by the Agent with respect to such premiums refunded. The MGA reserves the right to offset such amounts against any amounts due to the Agent.

6. **Assignment of Commission.** The Agent shall obtain prior written consent from the MGA before assigning commissions, and agrees that no purported assignment of commissions shall bind the MGA unless such prior written consent has been given.

7. **Authority to Withhold.** The MGA may withhold commission payments if the Agent does not provide to the Insurer or the MGA in a timely manner documentation in its possession that the law requires the Insurer or the MGA to maintain. Upon receipt, the Insurer shall release any withheld commission payments to the Agent.

F. PREMIUM COLLECTION.

1. **General.** Unless otherwise directed, all premiums are to be collected pursuant to the MGA's billing program, which provides that after the Agent collects the initial premium, the MGA shall bill the policyholders directly for all subsequent premiums, or changes in premiums, and the policyholders are directed to make payments as instructed in the MGA's billing statements.

2. **Payments Made to the Agent.** Premium payments made payable to or received by the Agent from policyholders are to be submitted to the MGA without any deduction for the Agent's commission and are to be submitted immediately upon receipt. Any such premium payments received by Agent shall be held by Agent in a fiduciary capacity as trustee for the Insurer.

3. **Time of Payment.** All premiums are due and payable to the MGA on or before the effective date of coverage.

4. **Commissions.** Commission on policy premiums shall be paid to the Agent within sixty days after the end of the month in which such premiums are received and recorded by the Insurer and the MGA, subject to offset at the sole option of the MGA of any balances due from the Agent.

G. RECORDS AND LIST OF EXPIRATIONS.

1. **Ownership of Records.** While this Agreement is in effect, the Agent owns all files, documents, writings, notes, written memoranda and expirations (hereafter referred to as the "Records" for purposes of this Section G) produced by the Agent in connection with or associated with any policy issued by the Insurer.

2. **Termination of Agreement.** Upon the termination of this Agreement, if the Agent accounts for and pays all premiums and other sums for which Agent may be liable to the Insurer and/or the MGA, then the Records shall remain the property of the Agent, and be left in the Agent's possession. If, however, this Agreement expires or terminates and the Agent has not accounted for and paid all premiums or other sums owing to the MGA, then the ownership of the Records shall be transferred to the MGA, and the Agent shall not be permitted to use any information contained in the Records.

3. **Disagreement as to Agent's Liability.** Should the Agent disagree with the MGA on the amount the Agent owes as of the termination of this Agreement, ownership of the Records shall remain with the Agent, provided that the Agent promptly furnishes collateral acceptable to the MGA in the amount of the disputed liability, to be held by the MGA until the difference is resolved. If the Agent fails to furnish acceptable collateral upon the MGA's demand, then the ownership of the Records shall be transferred to the MGA, and the Agent shall not be permitted to use any information contained in the Records.

H. TERMINATION OF THIS AGREEMENT.

1. **Notice.** This Agreement may be terminated with or without cause by either party upon ten days' advance written notice. Both parties expressly waive any right to a longer notice period provided by law.
2. **Agent's Failure to Pay.** If the Agent is delinquent in either accounting or payment of monies due the MGA, the MGA may, by written notice to the Agent, immediately terminate this Agreement. Any costs incurred by the MGA to collect monies owed, including, but not limited to attorneys' fees, collection agency fees, and all related costs for trial and any appeal, shall be paid by the Agent.
3. **Termination of Agent Upon Certain Events.** Notwithstanding any other provision in this Agreement, the Agent shall immediately cease to be an agent of the Insurer and this Agreement shall terminate on the earliest of the following dates:
 - a. The date of the Agent's death or total and permanent disability;
 - b. The date the Agent shall fail to pay over on demand monies belonging to the MGA;
 - c. The date the authority of the Agent to act in accordance with the terms and conditions of this Agreement is terminated by any insurance regulatory body having authority over the Insurer or the MGA;
 - d. The date the Agent shall be adjudicated bankrupt or shall make an assignment for the benefit of creditors, or the date a receiver is appointed for the estate of the Agent;
 - e. The date of the dissolution and/or liquidation of the Agent (if a partnership or corporation);
 - f. The date the Agent performs any action or fraud or malfeasance, withholding of Insurer or MGA funds, or makes a purposeful misrepresentation regarding the business of the Insurer or the MGA; or
 - g. The date of a change in control of the Agent, whether in a single transaction or a series of transactions. A change in control shall include, but not be limited to: (i) if the Agent is a corporation, a sale or transfer of a majority of the issued and outstanding stock of the agent; (ii) if the Agent is a proprietorship or partnership, a sale or transfer of a majority interest in the proprietorship or partnership; (iii) a sale of the Agent's assets used in the Agent's insurance business; (iv) a sale of the Agent's insurance business; or (v) a sale of all or a portion of the Agent's insurance book.

I. RIGHTS UPON TERMINATION.

1. **Termination of Agent's Authority.** Except as otherwise provided herein, upon termination of this Agreement, all powers and authority of the Agent shall terminate immediately. However, if this Agreement is terminated as provided in Section H(1), the Agent may not bind insurance or effect changes to coverage, but the Agent may, during the notice period, submit new applications and requests for endorsements in writing to the MGA for prior approval, the MGA reserves the right to exercise such approval or authorization at its sole discretion.
2. **Continuing Obligations of Agent.** After termination of this Agreement, the Agent shall perform those duties that the MGA in writing directs the Agent to perform limited to those duties that the Agent would have been obligated to perform at the MGA's request hereunder prior to termination of this Agreement. The Agent may continue to countersign endorsements that are sent after termination to the Agent by the MGA for countersigning; however, the Agent shall not countersign any endorsements that increase the Insurer's liability or extend the term of any insurance policies without written authorization from the MGA.

3. Non-Renewal of Policies. After the termination of this Agreement, all policies of the Agent will continue in force until the normal expiration dates unless the Insurer, in compliance with all applicable statutes and regulations, exercises its right to terminate such policies at an earlier date. For the purpose of this subsection, policies written for a term longer than one year shall be treated as having an expiration date at the end of each twelve (12) months following the inception date of the policy and the Insurer may terminate the policy at the end of any such twelve (12) month period.

J. ASSIGNMENT.

The Agent may not assign or transfer the Agent's interest in this Agreement, whether voluntary, involuntary, by act of law or otherwise except as specifically set forth herein. The Agent may not assign its rights or delegate any of its obligations hereunder without the prior written consent of MGA. MGA will only consent if such successor or successors then meet the Insurer and MGA requirements for appointment and agree to comply with the terms thereof. The Insurer and MGA are under no obligation to appoint the Agent's successor or successors.

K. CONFIDENTIAL INFORMATION.

- 1. Definition.** For purposes of this Agreement, "Confidential Information" includes the Insurer or the MGA's rating discs, manuals and any other information which is disclosed to the Agent by the Insurer or the MGA and designated as confidential, proprietary or its equivalent; provided that "Confidential Information" shall not include information that was known to the Agent prior to disclosure by the Insurer or the MGA or is or becomes public knowledge without fault of the Agent.
- 2. Restrictions on Use and Disclosure.** The Agent agrees not to disclose Confidential Information to any third party or to use Confidential Information other than for the purposes of this Agreement or as may be required by law. The Agent agrees to make Confidential Information available only to its employees and subcontractors who have a need for access and only after such employees and subcontractors agree in writing to the use and disclosure requirements of this Section. Upon termination of this Agreement, all Confidential Information shall be returned to the MGA.

L. MISCELLANEOUS.

- 1. Modification.** This Agreement may be supplemented, amended or revised only in writing by mutual agreement of the Agent and the MGA, except as provided in Subsections E(2).
- 2. Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 3. Governing Law, Jurisdiction, Venue, and Service of Process.** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision. Agent hereby consents to personal jurisdiction in the courts of the State of Florida exclusively. The Agent agrees that service of process in any proceeding in any such court may be effected by Certified Mail at the address for Agent set forth in this Agreement. The parties hereby agree that the exclusive venue for any dispute under this Agreement shall be in Duval County, Florida.
- 4. Waiver of Jury Trial.** In any claim or controversy, the Agent and the MGA hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other in any court with respect thereto.

5. Notice. Any notice required or permitted under this Agreement will be written and will be deemed to have been given (i) when personally delivered, (ii) when served pursuant to the Florida Rules of Civil Procedure, (iii) on the second day after it is deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified, or registered mail return receipt requested, addressed to or (iv) on the date sent by electronic transmission if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient:

MGA: Service First Insurance Group, LLC
 ATTN:
 13901 Sutton Park Drive South
 Suite 310
 Jacksonville, Florida 32224
 Fax: _____

Agent: Agent Name: _____

 ATTN: _____

 Taxpayer Identification Number: _____

 Telephone: _____

 Fax: _____

 Mailing Address:

 Address: _____

 City: _____

 State: _____ Zip: _____

 Street Address (for delivery purposes):

 Address: _____

 City: _____

 State: _____ Zip: _____

- 6. Headings.** The headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.
- 7. Gender.** All terms and words used in this Agreement, regardless of the gender in which they are used shall be construed to include any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section of this Agreement may require.
- 8. Savings Provision.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

- 9. Integration.** As of its effective date, this Agreement supersedes and replaces with respect to the subject matter covered herein all previous agreements, if any, between the Agent and the MGA.
- 10. Electronic Signature and Records.** By using any E-mail, Internet, or other medium for quotes, or other transactions with the MGA, Producer agrees to conduct the transaction of insurance in electronic form. Producer understands and agrees that Producer is signing and authenticating the E-mail or Internet form and agreeing to be legally bound to the same extent as if the Producer had manually signed and delivered to MGA a signed form. Producer also understands and agrees that a record of any E-mail or Internet form or transaction may be stored in electronic form by the MGA. Producer intends those transmissions of any E-mail or Internet transactions or inquiries, and any electronic records of them, to be Producer's legal signature. Producer expressly waives any claim or defense that any E-mail or Internet form or transaction does not constitute an original and authentic written signature, duly executed and delivery by Producer.
- 11. Entire Agreement.** This Agreement and all Schedules hereto constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 12. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date first set forth above.

SERVICE FIRST INSURANCE GROUP, LLC

By: _____

Print Name: _____

Title: _____

“Agent”

By: _____

Print Name: _____

Title: _____



Florida Commission Schedule – Effective January 1, 2015

Territory #	Territory Description	Commission %*
192	Alachua	10%
292	Baker	10%
601	Bay – coastal	10%
721	Bay – remainder	10%
392	Bradford	10%
57	Brevard – coastal	10%
64	Brevard – remainder	10%
361	Broward – coastal	10%
35	Broward – Ft. Laud. & Hlywd	10%
37	Broward – remainder	10%
193	Calhoun	10%
581	Charlotte – coastal	10%
711	Charlotte – remainder	10%
591	Citrus – coastal	10%
731	Citrus – remainder	10%
492	Clay	12%
541	Collier – coastal	10%
551	Collier – remainder	10%
293	Columbia	10%
31	Dade – coastal	10%
33	Dade – Hialeah	10%
32	Dade – Miami	10%
30	Dade – Miami Beach	10%
34	Dade – remainder	10%
712	De Soto	10%
592	Dixie – coastal	10%
732	Dixie – remainder	10%
41	Duval – coastal	13%
39	Duval – Jacksonville	13%
40	Duval – remainder	13%
602	Escambia – coastal	10%
43	Escambia – remainder	10%
531	Flagler – coastal	10%
701	Flagler – remainder	10%
603	Franklin	10%
393	Gadsden	10%
923	Gilchrist	10%
552	Glades	10%
604	Gulf – coastal	10%
722	Gulf – remainder	10%
493	Hamilton	10%
713	Hardee	10%
553	Hendry	10%
159	Hernando – coastal	10%
733	Hernando – remainder	10%
714	Highlands	10%
80	Hillsborough – ex. Tampa	10%
47	Hillsborough – Tampa	10%
593	Holmes	10%
181	Indian River – coastal	10%
561	Indian River – remainder	10%
693	Jackson	10%
605	Jefferson – coastal	10%
793	Jefferson – remainder	10%

Territory #	Territory Description	Commission %*
893	Lafayette	10%
692	Lake	10%
542	Lee – coastal	10%
554	Lee – remainder	10%
993	Leon	10%
594	Levy – coastal	10%
734	Levy – remainder	10%
931	Liberty	10%
932	Madison	10%
582	Manatee – coastal	10%
735	Manatee – remainder	10%
792	Marion	10%
182	Martin – coastal	10%
10	Martin – remainder	10%
7	Monroe – Key West	10%
5	Monroe – remainder	10%
532	Nassau – coastal	12%
892	Nassau – remainder	12%
606	Okaloosa – coastal	10%
723	Okaloosa – remainder	10%
555	Okeechobee	10%
49	Orange – Orlando	10%
90	Orange – remainder	10%
511	Osceola	10%
362	Palm Beach – coastal	10%
38	Palm Beach – remainder	10%
595	Pasco – coastal	10%
736	Pasco – remainder	10%
42	Pinellas – coastal	10%
81	Pinellas – remainder	10%
46	Pinellas – St. Petersburg	10%
50	Polk	10%
992	Putnam	10%
533	Saint Johns – coastal	12%
702	Saint Johns – remainder	12%
183	Saint Lucie – coastal	10%
562	Saint Lucie – remainder	10%
607	Santa Rosa – coastal	10%
724	Santa Rosa – remainder	10%
583	Sarasota – coastal	10%
715	Sarasota – remainder	10%
512	Seminole	10%
921	Sumter	10%
933	Suwannee	10%
596	Taylor – coastal	10%
737	Taylor – remainder	10%
922	Union	10%
62	Volusia – coastal	10%
63	Volusia – remainder	10%
608	Wakulla – coastal	10%
725	Wakulla – remainder	10%
609	Walton – coastal	10%
726	Walton – remainder	10%
934	Washington	10%

* Commission rates apply to entire premium excluding non-commissionable fees/assessments

COMMISSION FOR GENERAL LIABILITY IS 15%



AGENCY DOWNLOAD PARTICIPATION REQUEST

The following information is needed for your agency to begin receiving downloads through IVANS. Please fax the completed form to **866-758-8605** or email to salesadmin@cypressig.com

DATE: _____

AGENT NUMBER: _____

AGENCY NAME: _____

ADDRESS: _____

CITY & STATE: _____, _____ **ZIP:** _____

CONTACT NAME: _____

CONTACT PHONE: _____ **FAX:** _____

EMAIL ADDRESS: _____

If you are unsure of the following, please contact your vendor for assistance.

VENDOR/PRODUCT:

- | | |
|--|---|
| <input type="checkbox"/> VERTAFORE/AMS – AFW | <input type="checkbox"/> APPLIED - TAM |
| <input type="checkbox"/> VERTAFORE/AMS - SAGITTA | <input type="checkbox"/> APPLIED - VISION |
| <input type="checkbox"/> VERTAFORE/AMS – 360 | <input type="checkbox"/> DORIS |
| <input type="checkbox"/> APPLIED - EPIC | <input type="checkbox"/> EBRIDGE/EAGENT |

VERSION: _____

DESTINATION ADDRESS: _____ *(typically begins with IBM)*

IVANS Y ACCOUNT: _____

IVANS USER ID: _____

Thank you for your interest in agency download.

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.	1 Name (as shown 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	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally 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 instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting 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, 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 3.

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.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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 taxpayer 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? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.