

**AGENCY AFFILIATION APPLICATION**

Name (and/or DBA): \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Taxpayer ID Number: \_\_\_\_\_  
 Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 States Requested: \_\_\_\_\_

Is your agency affiliated with an aggregate?  Yes  No. If yes list \_\_\_\_\_

Type of License:  Agent  Broker Years in Business: \_\_\_\_\_

Type of Entity:  Individual  Partnership  Corporation  LLC

**ATTACH PHOTOCOPY OF ALL CURRENT INSURANCE LICENSES  
 ATTACH PHOTOCOPY OF CURRENT E&O COVERAGE**

**Personnel Information**

List all contacts in your agency that will be using this program and their e-mail addresses. By providing e-mail addresses, you are agreeing to receive informative e-mails from BondAmerica.

Name	Title	E-mail

**Agency total written premium:**  \$1-\$5 Million  \$5-\$10 Million  
 \$10-\$20 Million  \$20 Million +

**AGENTS AND/OR BROKERS AGREEMENT**

This Agreement shall become effective when fully completed and signed by an authorized officer or employee of BondAmerica Incorporated of Arkansas and an authorized officer or employee of

\_\_\_\_\_ (hereafter Agent/Broker).

**Authorities**

1. The Agent/Broker may solicit and submit applications for classes of surety Bonds for which a commission shall be paid.
2. Then Agent/Broker will collect premiums on business placed with BondAmerica by or through the Agent/Broker. Then commission will be quoted to the Agent/Broker prior to the issuance of the bond.
3. The Agent will submit to BondAmerica the full gross premium for the bond, less the commission within 30 days on new business and prior to the effective date on renewals.
4. The Agent/broker is an independent contractor, not an employee of BondAmerica and shall have no rights outside the authority granted.
5. The Agent/Broker is not authorized to bind BondAmerica or any surety company or to issue, renew or reinstate any bonds unless they are first signed by BondAmerica.
6. If fees are charged, either by BondAmerica or by the Agent/Broker, or both, the Agent/Broker must comply with all insurance regulations regarding fees for its state. (For example, the Agent/Broker must inform their client of the fees charged prior to issuance of any bond.
7. Broker of record letters will not be accepted from the Agent/Broker requesting that a client be transferred from BondAmerica affiliate.

**Duties**

1. The Agent/Broker shall comply with all rules and regulations of BondAmerica and every state in which it does business, as applicable.
2. The Agent/Broker must immediately notify BondAmerica if the Agent/Broker has any knowledge of a possible claim.
3. The Agent/Broker shall be responsible for any liability resulting from its own acts and omissions and also the acts and omissions of its sub-agents, sub-brokers, and its and their employees.
4. In the event that BondAmerica shall, either during the continuance of the Agreement or after its termination, refund premiums under any bond by reason of cancellation or otherwise, the Agent/Broker shall immediately return to BondAmerica the commission received on the amount of premium so refunded. All accounting records of the Agent/Broker pertaining to the business of BondAmerica shall be subject to inspection at any time by accredited BondAmerica representatives.
5. It is the Agent/Brokers responsibility to insure that the bond is correctly prepared and fully meets its client's requirements. The Agent/Broker agrees to hold BondAmerica harmless and to defend BondAmerica in all matters relating to the issuance of any and all bonds.
6. The Agent/Broker agrees it will not directly contact any surety company for placement of business, to use a Broker of Record, or for any other reason without BondAmerica's expressed approval.

**Premium Reporting & Accounting**

1. The Agent/Broker will pay BondAmerica all invoice balances due BondAmerica within 30 days from issue date on new business. On renewals, or where credit is extended, BondAmerica reserves the right to collect delinquent premiums directly from the principal (and/or the indemnitors), and the Agent/Broker waives its right to any commission thereon.
2. The Agent/Broker, will, during continuance of the Agreement or after its termination remit all premiums collected.
3. In the event the Agent/Broker appoints any sub-agents or sub-brokers, the Agent/Broker shall immediately furnish to BondAmerica notice of such appointments and also notice of termination of any such appointments, as well as all applicable written agreements.
4. The Agent/Broker will be responsible for paying any premiums due on any bonds that are considered non-cancelable by the surety company or any bonds that have a minimum earned premium should they be unable to collect the premium from their clients.
5. The Agent/Broker understands that any bonds that BondAmerica has to reinstate or rewrite because of late payment are subject to a \$25.00 late fee.
6. Commissions payable from BondAmerica to a Broker on surety placed shall be as proposed agreement between BondAmerica and broker. Broker shall pay BondAmerica a return commission at the same rate as paid on any return premium or cancellation of surety.

**Principal's (Insured's) Designation of Agent/Broker**

The written statement of existing prospective Principal or Insured designating his Agent/Broker shall be binding upon the Agent/Broker and BondAmerica as to all aspects of the Bond including subsequent commissions.

**Termination**

1. This agreement may be terminated by either party upon written notice to the other at each party's last recorded business address.
2. The Agent/Broker's authority under this agreement shall only be effective during such times as the Agent/Broker is duly licensed according to law. Agents must be appointed to receive commissions.
3. Upon termination of this agreement, it is the Agent/Broker's responsibility to render timely accounts and pay all premiums for which he may be liable, otherwise, BondAmerica may contact the Agent/Broker's client (principal or insured) to collect any unpaid premium.

We hereby agree to the terms and conditions described above on this date \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of BondAmerica Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Effective Date of Appointment

\_\_\_\_\_  
Title of Authorized Representative

