



Dear Agent

Thank you for your interest in becoming a member of the Lindsay team.

Immediately following this is a series of documents that will need to be reviewed and completed, beginning with the Agent Setup Information Sheet. Please note that at the bottom of this Setup Sheet is a Check List that will help guide you through the Application process. As part of your submission, you will need to provide a copy of your Insurance License, a copy of your E&O Declaration page, as well as attaching a "VOIDED" check or copy of one to the space provided on the Sweep Account Authorization page following the Setup Sheet. Also don't forget to sign this page where indicated.

Next is the W-9, which asks for your Taxpayer Identification Number, in addition to your signature.

This is followed by our Agent Agreement. Please read this document carefully and be sure to initial each of its 6 pages at the bottom where indicated. Page 5 requires the signatures of both the Agent and the Owner. The last page outlines the commission structure, including the production bonus program for both new and renewal business.

Remember that we need a separate Forms and Agreements for each location. Upon completion of the above please fax all documents to the attention of Agency Marketing at 1-877-588-2626.

We look forward to working together to deliver a competitively priced product to your clients and increased profits to your agency.

A handwritten signature in blue ink, appearing to read 'T. Lindsay', is written over a faint blue rectangular box.

Thomas Lindsay  
President  
Lindsay General Insurance Agency

# Lindsay General Insurance Agency, LLC

## AGENT SETUP INFORMATION

Agency Name and Address	
Agency Corporate Name	Owners Name
Agency DBA	Agency Federal Tax ID Number or SS Number
Agency Street Address	Agency City, State Zip Code
Mailing Address	Mailing City, State Zip Code
Office Phone	Fax Phone
Email Address	Plan Number
Comparative Rating Program	Agency Code (Internal Use)

Licensing Information		E&O Information	
Licensee Name		Insured Name	
Issuing State		E & O Carrier Name	
License Number		Policy / Binder Number	
License Expiration Date		Policy Effective Date	Policy Expiration Date
		Limits	Deductible

Check List
<input type="checkbox"/> Agent Setup Information Form Completed
<input type="checkbox"/> Sweep Account Authorization Completed
<input type="checkbox"/> Voided Check for Account Sweep
<input type="checkbox"/> Additional Location Setup Information – Total number of Agents _____
<input type="checkbox"/> Completed IRS W-9 Form
<input type="checkbox"/> Completed Agency Agreement
<input type="checkbox"/> Copy of Insurance License
<input type="checkbox"/> Copy of E&O Declaration Page

Marketing Representative Information		
Number	Cell Phone	Rep Signature

**SWEEP ACCOUNT AUTHORIZATION**

<b>Agency Name and Address</b>	
Agency Corporate Name	Owners Name

<b>Sweep Account Authorization</b>
<p>The following provisions are attached to and made part of the producer agreement between your agency and the General Agency. All sweeps will be deposited on the same day the transaction is uploaded to the Falcon system. I hereby authorize the General Agency to sweep my bank account for any amounts due to the General Agency when they become due.</p>
Owner's Signature

<p><b>Tape Voided Check Here or Attach Copy Of Voided Check</b></p>
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# Lindsay General Insurance Agency, LLC

## ADDITIONAL LOCATION SETUP INFORMATION

Agency Name and Address	
Agency Corporate Name	Owners Name

Agency Name	Agency Code (Internal Use)
Agency Street Address	Agency City, State Zip Code
Mailing Address	Mailing City, State Zip Code
Office Phone	Fax Phone
Email Address	Contact Person

Agency Name	Agency Code (Internal Use)
Agency Street Address	Agency City, State Zip Code
Mailing Address	Mailing City, State Zip Code
Office Phone	Fax Phone
Email Address	Contact Person

Agency Name	Agency Code (Internal Use)
Agency Street Address	Agency City, State Zip Code
Mailing Address	Mailing City, State Zip Code
Office Phone	Fax Phone
Email Address	Contact Person

Agency Name	Agency Code (Internal Use)
Agency Street Address	Agency City, State Zip Code
Mailing Address	Mailing City, State Zip Code
Office Phone	Fax Phone
Email Address	Contact Person

*Please copy for additional Agents*

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2</b>	Name (as reported 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"/> Other ▶ .....	
	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.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

**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. person (including a U.S. resident alien).

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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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.

**U.S. person.** 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.

**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.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

# Lindsay General Insurance Agency, LLC

## Agency Agreement

Date

Herein after referred to as Effective Date

Agency Corporate Name

Herein after referred to as Agent

Owner Name

Herein after referred to as Owner

Agency Mailing Address

Herein after referred to as Mailing Address

State Of Operation

Herein after referred to as Authorized State

This agreement is entered into on the Effective Date by and between Lindsay General Insurance Agency, LLC on the one side (herein after referred to as Company) and the Agent and Owner on the other side.

Whereas the Company wishes to distribute insurance through the Agent's office and Agent wishes to sell insurance from its office.

Now, for the mutual consideration provided by both the Company, Agent and Owner they hereby agree as follows.

**1. Agent is authorized to:**

1. Solicit and service contracts of insurance on behalf of Company only for those lines of insurance listed in the Schedule of Commissions;
2. To receive, receipt and hold in trust premiums due Company under this agreement; and
3. Bind the company if, and only if, the requested binding is entered into the Company's online system and all such information is accurate and in accordance with the underwriting guidelines of the Company. All New applications, Endorsement applications, Cancellations, Reinstatements, and Payments must be processed online via the Company's website.

**2. Agent is NOT authorized to:**

1. Bind lines of insurance or limits of liability other than those specified in the Schedule of Commissions of the agreement;

2. Issue policies, endorsements, or cancellations, financial responsibility filings, certificates of insurance, or filings required by governmental agencies;
3. Extend authority to any other agent, broker, solicitor or sub-agent;
4. Give the Company's rates, guidelines, applications or supplies to anyone other than employees of Agent;
5. Backdate the effective date of coverage on any policy or endorsement; and
6. Adjust, negotiate or settle claims.

**3. Agent will:**

1. Maintain in effect all licenses required by the Authorized State;
2. Allow inspection of Agent's books and records related to business placed with Company;
3. Comply with and bind only risks that meet the Company' underwriting guidelines;
4. Return applications, forms and materials as requested by the Company;
5. Be an independent contractor, responsible for Agent's operating expenses, fees, and taxes associated with the operation of Agent's business;
6. Maintain in force at least \$300,000 Errors and Omissions coverage with an insurer acceptable to Company;
7. Comply with all laws relating to the sale of insurance covered by this agreement;
8. Report all losses and refer all claims inquiries to Company immediately when reported to Agent;
9. Guarantee compliance with each and every provision of this agreement by any and all locations listed in Additional Locations Exhibit, if attached; and
10. In accordance with paragraphs 10 and 11 herein, retain copies of all original and reproductions of insurance documents, including but not limited to insurance applications, photographs, documents necessary to secure premium discounts in accordance with underwriting criteria and any document produced or secured in the normal course of obtaining automobile insurance, in a fiduciary capacity, on behalf of the Company.

**4. Company will:**

1. Issue policies, renewals, endorsements and cancellations;
2. Bill policyholders for monthly renewal premiums or monthly installment premiums as required;
3. Adjust all claims;
4. Provide Agent with underwriting guidelines that will apply on the date coverage is bound; and
5. Accept risks bound that meet the Company' underwriting guidelines.

**5. Commission:**

1. Company will pay Agent commissions for insurance policies written under this agreement as specified in the Schedule of Commissions and applicable on the policy effective date. Company may amend The Schedule of Commissions at any time by giving Agent written notice of the change.
2. In the event that this agreement includes an *Additional Locations Exhibit*, it is understood and agreed that the commissions specified on The Schedule of Commissions, specifically the production bonuses listed in Items B and C of that Schedule, are applied on an individual location basis, and not collectively.
3. Agent will refund to Company any unearned commissions at the same rate that commissions were paid to Agent.
4. Company may offset any commissions due Agent from Company against any other balances owed by Agent to Company.

5. Agent understands and agrees that there may be an appointment fee charged by the state for which the Agent is liable. Agent explicitly authorizes the Company to deduct this amount in full from the Agent's first commission amount due.

**6. Suspension of Authority:**

Company may suspend Agent's authority to bind, write business, increase exposure on an existing policy, or accept premiums from insureds by notifying Agent in writing of such suspension.

**7. Termination:**

Either party may terminate this Agreement by giving the other party sixty (60) days written notice.

This Agreement is terminated automatically, without notice when:

1. Agent does not have a valid and active license to do business as an insurance agent in the Authorized State.
2. There is any change in ownership or control of Agent.
3. Agent commits an act which is unethical and/or unlawful in the sole discretion of the Company.

**8. Upon Termination of This Agreement:**

1. Agent's authority under this Agreement ceases.
2. Agent will return all manuals, forms, and any other property furnished to the Agent by the Company.
3. Agent owns the right to expirations as long as all amounts owed to Company have been paid and Agent continues to have a valid and active license. Company will provide Agent with a written statement of amounts owed. If that amount is not paid with fifteen (15) days, Company owns the expirations. Any amounts due from Agent to Company will be offset from any amounts due to Agent.
4. If termination is because Agent is not licensed to sell insurance, Company may appoint another agent to service the business produced under this agreement and any expirations will be transferred to the Company.
5. Policies will continue in force to normal expiration, unless cancelled according to policy terms.
6. If required by law to do so, Company will offer renewal of expiring policies and any commissions on such policies shall belong to the Company.

**9. Premium Accounting:**

1. Agent will remit all premium and fees due Company on a gross basis.
2. Company will prepare a statement of premiums written and commissions due Agent and mail it to Agent not later than the 15<sup>th</sup> day of each month, with a check for any commissions due Agent.
3. Omission of any item from a monthly statement shall not affect the responsibility of either party to account for and pay all amounts due the other and it shall not prejudice the rights of either party to collect such amounts.

**10. Fiduciary Responsibility:**

Funds received by Agent, as premiums for insurance written under this agreement, shall be held by Agent in a fiduciary capacity in trust for Company. Company shall have a first lien on such

funds. Company may deduct the amounts owed by Agent to Company from any compensation or amounts due Agent from the Company.

Any and all insurance records maintained in the ordinary course of business, including but not limited to executed insurance applications, photographs, documents necessary to secure premium discounts in accordance with underwriting criteria etc., shall be held by Agent in a fiduciary capacity for the benefit of the Company. Agent agrees that it will, at Company request, deliver to Company at Agent's expense, any and all insurance records of any insured placed for coverage by Agent through Company. Agent agrees to fully cooperate with Company by promptly providing it any and all records retained by Agent, whether said records are requested as part of an audit, to adjust a claim or for any other purpose in the Company's sole discretion. This provision shall apply whether the subject underlying insurance policies are in force, expired, cancelled or otherwise terminated. Agent agrees to fully indemnify Company for any loss, liability or expense incurred by Company as a result of Agent's failure to promptly deliver any document(s) and record(s) set forth herein to Company.

**11. Indemnification:**

Company shall indemnify and hold Agent harmless for any liability, loss, damage, judgment, action, expense, and attorney's fees Agent sustains due to any representations, acts or omissions on Company part or Company failure to comply with the terms of this Agreement. Agent shall indemnify and hold Company harmless for any liability, loss, damage, judgment, action, expense, or attorney's fees Company sustains due to any representations, acts or omissions on Agent's part, or failure to promptly deliver to Company the records provided in paragraph 10 or Agent's failure to comply with the terms of this agreement. This includes, but is not limited to, Agent's failure to promptly forward applications and premiums or to comply with restrictions on Agent's binding authority as set forth in our underwriting guidelines. This indemnification shall apply to any judicial, arbitral or administrative proceeding and shall survive the termination of this Agreement.

**12. Arbitration:**

If irreconcilable differences of opinion arise as to the interpretation of this Agreement, the difference shall be submitted to arbitration, one arbitrator to be chosen by Company, one by Agent and an umpire by the two arbitrators. The arbitrators and umpire shall be active or retired disinterested officers of fire and casualty insurance companies or insurance agencies authorized to transact business in the Authorized State.

If either party fails to name its arbitrator within thirty (30) days after receiving the written request by registered mail, return receipt requested, of the other party to do so the latter shall name both arbitrators and they shall select an umpire as stipulated herein.

If the two arbitrators fail to agree upon the selection of an umpire within thirty (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and a decision shall be made by drawing lots.

The arbitrators are relieved from all judicial formalities and may abstain from following the strict rules of law. They shall interpret this Agreement as an honorable engagement, and their decision shall be final and binding upon both parties.

Each party shall bear the expense of its own arbitrator and shall jointly and equally bear the expense of the umpire and other expenses of the arbitration. Any arbitration shall take place in Duluth, Georgia or the Authorized State if required by law, unless otherwise mutually agreed.

**13. Miscellaneous:**

This Agreement:

1. Contains the entire understanding between Agent and Company;
2. Supersedes all previous agreements, whether oral or written;
3. May not be altered or modified except in writing;
4. May not be assigned or transferred by either party without the prior written consent of the other party; and
5. Shall be governed by and interpreted under the laws of the Authorized State. Any provision in this Agreement that is contrary to the controlling law is deemed to be amended to bring it into compliance with that law. The judicial determination that any section of the agreement is unenforceable shall in no way impair or affect the validity or enforceability of any other provision of this agreement.

In the event Company should not insist upon strict compliance with any of the terms of this agreement or any provisions contained in Company' underwriting guidelines, such failure shall not constitute a waiver or relinquishment on our part to insist upon such compliance at any other time or times.

The obligations and duties of this agreement are fully performable in Authorized State.

All payments to Company shall be made to the processing office of Company.

**Company**

\_\_\_\_\_  
Thomas Lindsay – President

\_\_\_\_\_  
Date

**Agency**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

**Owner**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

## **SCHEDULE OF COMMISSIONS**

Private Passenger Automobile Insurance:

- A. Monthly direct bill premium (premium does not include any of the fees) 15.00% commission.
- B. If new monthly policies are in excess of forty (40) per month an additional commission of \$5.00 per new policy will be paid to the agent in additional to the commission above.
- C. If new monthly policies are in excess of one hundred (100) per month an additional commission of \$1.00 per LGIA renewal policy during that same month will be paid to the agent in additional to the commission above.