



PHOENIX
Risk Management Insurance Services, Inc.

Phoenix Risk Management Insurance Services, Inc.

AGENCY APPOINTMENT PROFILE:

Agency Name:

Mailing Address: City: State: Zip:

Street Address: City: State: Zip:

Telephone #: Fax #:

Agency Web Site Address:

Years in Business: Total Staff: # of Active Producers:

Agency Loss Control Staff?: Yes No If yes, #:

Agency Claims Staff?: Yes No If yes, #:

Owner: Other Business Owned:

Insurance License #: P/C Life Surplus Lines

Check appropriate box: Individual/Sole Proprietor Corporation Partnership Other

Employer Identification Number (FEIN):

KEY PERSONNEL:

Name: <input type="text"/>	Title: <input type="text"/>	Email: <input type="text"/>
Name: <input type="text"/>	Title: <input type="text"/>	Email: <input type="text"/>
Name: <input type="text"/>	Title: <input type="text"/>	Email: <input type="text"/>
Name: <input type="text"/>	Title: <input type="text"/>	Email: <input type="text"/>

Marketing Contact: Phone: Email:

AGENCY SIZE & MIX OF BUSINESS:

Annual Premium Volume: Annual Commissions:

% Personal Lines:

% Commercial Lines:

% of Commercial is WC:

Agency Niche:

Number of Clients in Niche:

Controlled Annual WC Premium \$:

Average W/C Account Premium Size \$:

Do you have a controlled book of business in a specific class or type of business? Yes No

If "Yes" type: _____ Annual Premium \$: _____

Type of WC Clients?:

% of WC Book: % Loss Ratio:

Type of WC Clients?:

% of WC Book: % Loss Ratio:

Type of WC Clients?:

% of WC Book: % Loss Ratio:

Type of WC Clients?:

% of WC Book: % Loss Ratio:

PLEASE LIST TOP (5) INSURANCE COMPANIES/WHOLESALERS PRESENTLY ACCESSED:

Company #1: Line of Coverage: Est. Volume:

Direct Appointment: Yes No

Company #2: Line of Coverage: Est. Volume:

Direct Appointment: Yes No

Company #3: Line of Coverage: Est. Volume:

Direct Appointment: Yes No

Company #4: Line of Coverage: Est. Volume:

Direct Appointment: Yes No

Company #5: Line of Coverage: Est. Volume:

Direct Appointment: Yes No

Agency's Outstanding Bad Debt:

Will You Provide Agency Financials if Requested?: Yes No

Will They Be Audited Financials?: Yes No

PREMIUM & LIABILITY LIMITS:

Commit to a minimum of (20) submissions, resulting in inforce business with Phoenix Risk of at least:

\$100,000
1st Year

\$250,000
2nd Year

\$500,000
3rd Year

Yes No

Yes No

Yes No

If "No" Amount \$:

Agency Errors & Omissions Limits of Liability:

BANKING INFORMATION:

Bank Name (Trust Acct.):

Acct. #:

Address:

City:

State:

Zip:

Telephone Number:

LICENSE INFORMATION:

Please attach a copy of resident agency license. Include a list of all out of state licenses: noting the license number, expiration date and type of license.

REQUESTED ATTACHMENTS:

1. E&O Dec. sheet
2. List of all Agency locations and contact information
3. W9
4. Signed Company/Broker Agreement

**** Please fax or email your completed appointment forms attention to Michele Mayer: (877) 579-1600 / mmayer@phoenixrmis.com**



SUB-BROKERAGE AGREEMENT

PHOENIX RISK MANAGEMENT INSURANCE SERVICES, INC.

THIS AGREEMENT made this _____ between PHOENIX RISK MANAGEMENT and _____ (Sub-Broker)

PHOENIX RISK MANAGEMENT and Sub-Broker, in consideration of the mutual undertakings and covenants set forth below, hereby agree as follows:

1. Sub-Broker hereby represents and warrants to PHOENIX RISK MANAGEMENT that:
 - A. Sub-Broker is a, an _____
(Individual, corporation; partnership, etc.)

(Whose principal address is:)
- 1.2 Sub-Broker is now duly licensed as an insurance Agent/Broker by the Department of Insurance, State of California and shall remain duly licensed at all times during the term of this agreement.
- 1.3 Sub-Broker is now complying and shall comply with all laws of the State of California, and rules of its Department of Insurance, which Sub-Broker is subject, at all times during the term of this agreement and while any policies procured by PHOENIX RISK MANAGEMENT remain in force.
2. Sub-Broker acknowledges that Sub-Broker is the agent of each insured whose application is submitted to PHOENIX RISK MANAGEMENT and is acting in such insured's behalf with reference to all such insurance policies issued on such application; and that Sub-Broker is not the agent of and has no authority to bind PHOENIX RISK MANAGEMENT or its principals.
3. From time to time during the term of this agreement, Sub-Broker shall submit applications to PHOENIX RISK MANAGEMENT for specific risk on behalf of specific insured's. With respect to each application, Sub-Broker, to the extent that Sub-Broker has knowledge of the facts contained therein, warrants and represents those facts are complete and accurate in all respects. Sub-Broker shall use all reasonable efforts to verify the information contained in each such application, and warrants and represents that the facts resulting from such verification are complete and accurate in all respects.
4. Sub-Broker shall be primarily liable to PHOENIX RISK MANAGEMENT for the full amount of premiums and applicable State taxes, reduced only by the commissions due Sub-Broker thereon, with respect to each insurance policy issued upon each such application, and renewal thereof, any additional premium resulting from audit, any retrospective penalties and any further premium on any reporting policies. Payment of such amounts shall be due upon receipt of monthly statement rendered by PHOENIX RISK MANAGEMENT.

- 4.1 The omission of any items from the monthly statement shall not affect the responsibility of either party to account for and pay all amounts due, nor shall it prejudice, or be deemed a waiver of the rights of either party to collect all such amounts due from the other.
- 4.2 PHOENIX RISK MANAGEMENT shall have the right of access at all reasonable time to the Sub-Broker's books and records relating to the premium due, collected and disbursed for insurance business produced hereunder, and the right to make copies or take extract there from if PHOENIX RISK MANAGEMENT so desires.
- 4.3 Sub-Broker shall receive a percentage of the premium on each policy written and paid for on Insurance business produced under this agreement, such percentage to be determined individually by account.
5. Sub-Broker agrees to indemnify and save harmless PHOENIX RISK MANAGEMENT and any of its Employees or agents from and against any and all claims arising out of or relating to any act or failure to act upon the part of Sub-Broker which results in any claim which arises against PHOENIX RISK MANAGEMENT, whether said claim is well founded or not. Sub-Broker agrees to promptly notify PHOENIX RISK MANAGEMENT of any claim, demand, action or cause of action in which PHOENIX RISK MANAGEMENT is named, and Sub-Broker agrees to indemnify and save PHOENIX RISK MANAGEMENT harmless from any loss, expense, demand, action or cause of action including but not limited to expenses of investigation, witnesses, court cost, or attorney's fees, arising from or related to any act or failure to act upon the part of the Sub-Broker whether well founded or not.
6. No policy may be returned to PHOENIX RISK MANAGEMENT by Sub-Broker for flat cancellation, Unless the policy is returned prior to its inception or effective date. In any event, earned premiums shall be computed and charged on every policy canceled after inception of effective date. Sub-Broker shall promptly reimburse PHOENIX RISK MANAGEMENT for any unearned commission with respect to the returned premium on any such canceled policy at the same rate such commission was originally retained by Sub-Broker.
7. PHOENIX RISK MANAGEMENT shall have no obligation or liability to notify Sub-Broker or the Insured at any time of any expiration of any policy procured by PHOENIX RISK MANAGEMENT. Sub-Broker shall make any request for renewal or extension of any existing policy in writing.
8. This agreement shall terminate:
- A. Automatically if and when any governmental authority cancels or declines to renew The Agent/Sub-Broker license or certificate of authority to transact business as contemplated by this Agreement.
 - B. Automatically on the effective date of sale or transfer of a majority interest (in one or a series of transactions) in stock or partnership interest of the Sub-Broker, or sale or transfer of substantially all of the assets of the Sub-Broker, or merger or consolidation of the Sub-Broker with another entity, unless PHOENIX RISK MANAGEMENT agrees in writing to permit the Sub-Broker to assign this Agreement and the Sub-Broker's rights hereunder to the successor.
 - C. Immediately upon either party giving written notice to the other in the event of fraud, insolvency, discontinuation of business, failure to remit premiums in accordance with this Agreement, or willful misconduct on the part of the party to whom such notice is given.
 - D. For any reason upon either party giving at least thirty (30) days written notice to the other at any time during the term.

9. **PHOENIX RISK MANAGEMENT** shall be entitled to reimbursement from **Sub-Broker** for its costs of collection, including reasonable attorney's fees incurred, if **Sub-Broker** is sued or other action is brought to collect any unpaid premiums due from **Sub-Broker**. **Sub-Broker** hereby specifically assigns to **PHOENIX RISK MANAGEMENT** all of **Sub-Broker**'s rights against any of its principals for any unpaid premiums due **Sub-Broker** from such principals on policies procured by **PHOENIX RISK MANAGEMENT** and authorizes **PHOENIX RISK MANAGEMENT** to sue or bring other action against such principals in **Sub-Brokers** name. In any such case **Sub-Broker** hereby waives and releases any claim or interest in any commission otherwise due **Sub-Broker** with respect to any premiums.
10. This agreement is personal to **Sub-Broker** and **Sub-Broker**'s rights may not be assigned nor its duties delegated without **PHOENIX RISK MANAGEMENT** written consent.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT WITH THE DATE FIRST ABOVE WRITTEN.

By: _____
Daniel Wyatt, Sr. Vice President of Marketing
Phoenix Risk Management Insurance Services, Inc.

Sub-Broker: _____

Print Name

Title

Name as it appears on License

Address

City, State, Zip

Federal Tax ID# or Social Security#