

Bass Underwriters, Inc – Producer Questionnaire

Thank you for considering a business relationship with Bass Underwriters, Inc. Please complete this questionnaire and return it to Bass Underwriters, Inc. by e-mail, mail or fax:

### E-Mail: <u>Basscares@bassuw.com</u>

If you have any questions, please do not hesitate to contact Customer Care via telephone at (954) 473-3179, or via email to <u>Basscares@bassuw.com</u>.

## **Section I.**

### **General Information**

Legal Agency Name:	
DBA Name	
Name as Shown on License (if different from above)	
Website Address: (optional)	

### Agency Address:

Street:			
City:	State:	Zip:	
Mailing Address if different:			
City:	State:	Zip:	
Phone: ()	Fax: ()		

### How did you hear about Bass Underwriters?

Contacted by	from Bass Underwriters
Convention-FAIA, LAIA, etc.	Date City
Bass Underwriters print material	National Underwriter Online
Bass Underwriters website	Referred by:
My New Markets.com	Kirschner's Directory
National Underwriter Online	Other:

### Licensing:

Please list all Resident and Non-Resident Licenses. Please attach additional sheet if necessary.

NAME	STATE	LICENSE #

## Section II.

### Agency Details

Agency is a: ( $\Box$ ) Partnership ( $\Box$ ) Sole Proprietorship ( $\Box$ ) Corp. ( $\Box$ ) Other (explain)\_\_\_\_\_

Date Agency Established: \_\_\_\_\_

Federal Tax ID	(FEIN) o	r Soc. Sec. No.:	
(Please also attac	h comple	eted W-9 form.)	

### Error & Omissions

Policy No.:

Minimum limits of \$1,000,000 per occurrence is required	- Please attach a copy of the current declaration page
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\_\_\_\_\_

E&O Carrier:	
-	

Expiration Date: \_\_\_\_\_\_ Retro Date:

Have you or has anyone in your agency been sued concerning any insurance related activities?

Yes□ No□

Have you, your employees, or your agency ever been disciplined by a state DOI?

Yes□ No□

If yes, to either of the previous two questions, please attach complete explanation.

Has your agency lost any company appointments in the past 12 months? If yes, please explain.

## **Section III.**

### **Ownership and Management**

Please list all persons having an **Ownership** Interest in Agency: (Attach additional sheet, if necessary)

#### Agency Owners:

Name	City	State	Zip

#### Key Agency Personnel: Please include Accounting contact information for statements and/or invoices

Name	Title/Position	Licensed ?	Email address
		Y 🗆 / N 🗆	
		$Y\Box / N\Box$	
		$Y\Box / N\Box$	
		$Y\Box / N\Box$	

### ELECTRONIC POLICY DELIVERY AUTHORIZATION

I authorize Bass Underwriters, Inc. to e-mail policies to the below email address.

POLICY EMAIL	
ADDRESS: (one only) for	
receipt of policies	

# Section IV.

### Representations & Warranties

I represent and warrant that the statements made in this application are true to the best of my knowledge, information and belief and that I am fully authorized to sign this application on behalf of:

Print Agency Name: _		List - Please attach copies application:
By (Signature): _		Individual Broker's License(s) Agency License
Print Name:	3.	E & O Dec Page
Title:	 4.	W-9
Date:		



# **Bass Underwriters, Inc**

6951 W. Sunrise Blvd. Plantation, FL 33313 Tel: 954-473-4488 Fax: 954-316-3154 Toll Free: 888-422-7715

Email: agentinfo@bassuw.com

## **Producer Agreement**

This agreement made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_ by and between Bass Underwriters, Inc. ("Bass") and \_\_\_\_\_\_, hereinafter referred to as Producer.

Witnessed, in consideration of Bass placing risks occasionally hereinafter for Producer with an insurer(s), and mutual promises and covenants hereinafter set out, it is agreed as follows:

1. This agreement shall apply to current insurance contracts already placed and in force at the date hereof and all future insurance contracts which may be placed by Bass on behalf of the Producer.

2. No insurance contract may be returned to Bass by producer for flat cancellation unless it is returned and received prior to the effective date of the contract, subject to carrier approval. Earned premium shall be computed and charged on every contract canceled after the effective date in accordance with the cancellation provisions of such contract and/or state statutes.

3. Producer warrants and represents that Producer is properly licensed to transact business as an agent or broker in accordance with the insurance laws, rules and regulations of each state in which producer transacts business. Producer will maintain such license or licenses in good standing for the duration of this agreement and will furnish proof of such licensing upon request by Bass. Producer will promptly notify Bass Underwriters, Inc. of any suspension, cancellation or disciplinary action with respect to its license(s). Failure to provide proof of proper licensing will be grounds for immediate termination of this agreement. This producer agreement and any of the rights contained herein, shall <u>not</u> be assignable to any other entity, agency, agents or related businesses.

4. Producer now has and shall maintain insurance agent's Errors and Omission coverage with a minimum policy limit of one million dollars (\$1,000,000) while this Agreement is in force and will furnish written proof of such coverage upon request by Bass annually. Producer will provide Bass with prompt written notice of any change, cancellation or other termination of this coverage. Failure to provide proof of such coverage will be grounds for immediate termination of this agreement.

5. Producer is responsible for Twenty-Five Percent (25%) of the premium, (or other specific policy Minimum Earned Premium percentage) plus all fees and applicable state taxes <u>upon binding</u>. The full amount of premium, fees and applicable state taxes, less commission is due to Bass as indicated on the invoice but not later than the 10<sup>th</sup> day of the first (1<sup>st</sup>) month after the effective date of such contract, audit, or other additional premiums that may arise by endorsements either imposed by the carrier or requested by agent/insured. <u>Failure of the Producer to collect such payment from the insured does not release</u> <u>producer from this responsibility</u>. If full payment is not received by the date due, Bass reserves the right to charge late fees, and any expenses associated with the collection of unpaid balances.

6. In the event that an additional premium shall be due under an insurance contract, as a result of a carrier performing a premium audit on an expired, canceled or prior term policy, which results in an increase in premium due for an insurance contract, the Producer will make all reasonable efforts to collect amounts due. Producer will be relieved of responsibility for premium, so adjusted or determined, if Producer notifies Bass in writing within 20 days after the invoice date, stating that Producer has made diligent efforts and is unable to collect such premiums, and, provided the insurer releases Bass of liability for such premium. Failure to give Bass timely notice shall constitute Producers acceptance of responsibility to pay Agreement 06262020

such premiums. If commission applies to these adjustments, none will be allowed to Producer on premium collected directly by Bass or the insurer under this provision. This section of the agreement does not pertain to any endorsements required on current policy terms.

7. Producer shall be responsible for keeping accurate records of expiration/renewal dates for any and all policies. Bass will use its best efforts to give the Producer reasonable advanced notice of the expiration of all policies, but failure of Bass to provide such notice will not render Bass liable in any manner.

8. The furnishing of promotional materials, including, but not limited to applications, rate schedules, brochures, or any other material by Bass, to the Producer does not create or imply an agency relationship or binding authority between Bass and the Producer.

9. No Producer has authority to assign or adjust any portion of any losses on behalf of Bass or any of its companies. Any and all claims are to be immediately reported directly to Bass for assignment and further handling.

10. Producer acknowledges it is not the agent of, and has no authority to bind Bass or any of its principals or insurer(s). Producer warrants it is the agent of the insured and acknowledges Bass bears no agency or fiduciary responsibility to the insured.

12. Producer shall fully indemnify, defend and hold harmless Bass and any and all of its officers, directors, shareholders and employees from any loss, claim, liability, damage and expense (including attorney's fees and costs and expenses of litigation) which Bass may incur or suffer by reason of any material inaccuracy of any representation contained herein, and/or breach by Producer of any of the terms, conditions, or warrants contained in this agreement.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Producer acknowledges and agrees that the exclusive venue for any dispute, cause of action or claim by either party shall be in the State Court in and for Fort Lauderdale, Broward County, Florida. The parties further agree that in any dispute related to any portion of this agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs associated with such dispute.

14. This agreement may be canceled at any time by written notice of either party to the other, but said cancellation shall not alter in any way the continued application of this agreement to insurance contracts effected prior to the date of such cancellation.

15. Any amendment to this agreement shall be made only with the written consent of both parties and attached hereon through addendum.

In witness whereof, the parties hereto have set their hands and seals this day and year first above written.

Agency Name :	Bass Underwriters, Inc.:
Owner Signature	Date
Print Name	Name:
Title	
Witness	Signature:
Date	