

Florida Association of Insurance Agents

MEMBERSHIP APPLICATION 2011-2012

MEMBERSHIP AGREEMENT- CONFIDENTIAL

Dues are based on the total amount of the latest calendar year's revenues from Property, Casualty, Life, Accident and Health insurance, but excluding contingency and investment income. **All branch offices must become members of FAIA along with the main office.** If you have any branch offices, please photocopy this form and complete one for each location. Each location pays FAIA dues based on revenues at that location; however IIABA and Trusted Choice membership dues are included with the main office payment so branch dues are discounted.

The revenue for this location is: \$ _____ # of Locations _____ This location is: ☐ Main ☐ Branch

Agency Name		Federal Tax ID	County
Street Address	City	State	Zip
Mailing Address	City	State	Zip
Telephone	Fax**	Toll Free Number	Agency Web Address
Agency Principal		Agency Principal's Email address**	

☐ Please check if you **do not** want your fax and e-mail to be published in the FAIA Membership Directory or on the FAIA website.**

**By providing the fax number and email above, I consent to the receipt of emails, faxes, and all correspondence sent to this office and/or other offices from the Florida Association of Insurance Agents (FAIA), FAIA Member Services (FMS), and the Independent Insurance Agents and Brokers of America, Inc. (IIABA) and its subsidiaries. My signature below verifies that I have the authority to provide such consent.

FAIA Annual Dues Schedule

- The association's fiscal year begins September 1 and ends August 31; dues will be prorated on a quarterly basis.
- A percentage of the dues are non-deductible as a business expense. The estimated non-deductible portion of dues for FY 2011-2012 is 17.77%.
- Mail or fax your membership application to: Florida Association of Insurance Agents, PO Box 12129, Tallahassee, Florida 32317 or fax to (850) 668-2852.

Category Code	Location Revenues	If Main Office, Pay	If Branch Office, Pay	PAC
1	Up to \$43.9K	\$500	\$135	\$100
2	\$44K to \$76.9K	\$810	\$485	\$200
3	\$77K to \$109.9K	\$1035	\$710	\$300
4	\$110K to \$274.9K	\$1,260	\$935	\$400
5	\$275K to \$549.9K	\$1,410	\$1,085	\$500
6	\$550K to \$1.09M	\$1,560	\$1,235	\$600
7	\$1.1M to \$2.19M	\$1,810	\$1,485	\$700
8	\$2.2M to \$3.29	\$2,060	\$1,735	\$800
9	\$3.3M to \$4.39M	\$2,370	\$1,985	\$900
10	\$4.4M to \$5.49M	\$2,620	\$2,235	\$1000
11	\$5.5M to \$6.59M	\$2,870	\$2,485	\$1100
12	\$6.6M to \$7.69M	\$3,120	\$2,735	\$1200
13	\$7.7M to \$8.79M	\$3,370	\$2,985	\$1300
14	\$8.8M to \$9.89M	\$3,620	\$3,235	\$1400
15	\$9.9M to \$10.9M	\$3,870	\$3,485	\$1500
16	\$11M and above	\$4,120	\$3,735	\$1600

FAIA Dues Worksheet

A. P&C Revenues \$ _____ Category Code _____

B. L,A&H Revenues \$ _____

C. Total Revenues \$ _____ Category Code _____

Total dues for this location \$ _____ + PAC \$ _____ =

Total remittance for this location \$ _____



Employee Count

My total number of employees as defined above is: _____.

This information is held in strict confidence and will be used only by FAIA to compile the total number of individual insurance personnel employed by our members. To determine the dues that **state associations** pay to IIABA, FAIA must provide IIABA with the total number of employees working in each agency. Please use the following definition of "employees."

"Employees include all officers, owners, partners, producers, and other licensed or unlicensed employees and independent contractors who further the work of the agency or brokerage firm, wherever located in this state, whether involved with insurance, employee benefits, other financial services, or the administrative functions of the agency. Those who work 30+ hours per week should be counted as "1." Those who work under 30 hours should be counted as "1/2."

Miscellaneous Information

Current E&O Carrier

E&O Expiration Date

Referred to FAIA by

Please have someone contact me regarding:

- ☐ E&O Insurance ☐ C.E./Webinar Bundles ☐ Advertising ☐ RLI ☐ Technology Services
☐ Trusted Choice ☐ Young Agents Council ☐ Independent Market Solutions ☐ Florida Insurance Research Library

Dues Payment Options

Payment can be made by Visa, MasterCard, or check. If you wish to make a credit card payment, please complete the section below. All check payments should be made payable to Florida Association of Insurance Agents.

MASTERCARD or VISA															

Authorized Signature _____

Billing Address of Credit Card _____

☐ VISA ☐ MasterCard

Expiration Date ____/____/____

V-Code _____

Amount to be charged \$ _____

Membership cannot be accepted without an authorized signature below and a copy of the primary agent's insurance license.

I wish to become a member of the Florida Association of Insurance Agents. My agency is eligible for membership according to Section 1, Article III of the Constitution, printed on the back. I do hereby attest that the information above is correct and that I will adhere to the constitution and Bylaws of FAIA. I understand that, unless I submit a written request to the contrary, my agency name and/or contact information may be listed in general directories and appropriate FAIA documents.

Signature of Agency Owner or Principal

Date

First Name for Correspondence

Agency Principal's License Number

*******IMPORTANT*******

- As an added benefit, your FAIA membership dues include participation in Trusted Choice®, the national independents agents' brand.
- After the processing of your membership application, you will receive a welcome correspondence from Trusted Choice® about how to take advantage of all its benefits. You may visit the Trusted Choice website at www.trustedchoice.com for more information about the program.
- By submitting payment of the membership dues and signing the attached agreement, you are deemed to have accepted and be bound by the terms of the enclosed Trusted Choice® License Agreement. You can choose to not participate in the Trusted Choice Program and not be bound by the terms by e-mailing trustedchoice@iiaba.net. No license is granted to use the mark or participate in the program. Payment of full membership dues is required in all cases.

Thank you for joining the Florida Association of Insurance Agents!



*****IMPORTANT TRUSTED CHOICE INFORMATION*****

Please review the Trusted Choice License Agreement and the Pledge of Performance below.

**We must receive an authorized signature to process Trusted Choice enrollment.
Please sign and return this License Agreement with your membership application.
Also, please make sure to keep a copy for your records.**

Trusted Choice® LICENSE AGREEMENT

This License ("Agreement") is made between Trusted Choice®, Inc. ("Trusted Choice®") and the independent insurance agency ("Licensee") that completes this registration process to enroll in the Trusted Choice® Program ("Program").

BY SIGNING, LICENSEE EXPRESSLY AGREES TO BE BOUND BY ALL TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL TERMS OF THIS AGREEMENT, THE BUTTON INDICATING I DO NOT ACCEPT MUST BE SELECTED, AND NO LICENSE IS GRANTED TO USE THE MARK (AS DEFINED BELOW) OR PARTICIPATE IN THE PROGRAM.

1. The Program and Registration

A. Program. The Program, and the "Trusted Choice®" name, logos and trademarks (collectively "Mark") are proprietary to Trusted Choice® and are protected by intellectual property laws and treaties. Licensee's use of the Mark is as a licensee and Licensee will not acquire any ownership rights in the Mark.

B. License. Trusted Choice® grants to Licensee a nonexclusive, nontransferable, nonassignable, nonsublicenseable, revocable license to use the Mark under the Program, and only as permitted by the Program. Nothing in this Agreement shall be construed to grant any right or interest to Licensee to use any other mark owned or used by Trusted Choice®.

2. Representations and Warranties

Licensee represents and warrants to Trusted Choice® that: (A) Licensee is a member in good standing of a state association affiliated with the Independent Insurance Agents of America, Inc. ("IIABA"); (B) Licensee shall comply with all terms and conditions of this Agreement, including, without limitation, all exhibits incorporated into the Agreement; (C) Licensee has provided accurate and complete registration information, including, without limitation, Licensee's legal name, address, telephone number, and email address; and (D) the person entering into this Agreement on behalf of Licensee is fully authorized to do so.

3. Pledge of Performance

Licensee agrees to the Pledge of Performance, attached hereto as Exhibit A and incorporated herein by reference.

4. Acceptable Trademark Rules

Licensee agrees to abide by all terms and conditions of the Trusted Choice® Logo Rules, attached hereto as Exhibit B and incorporated herein by reference, including on all printed and electronic materials (collectively "Materials") used or distributed by Licensee using the Mark.

5. Term

This Agreement is effective on Licensee's acceptance of this Agreement and shall continue until terminated by either party hereto as provided for herein. Licensee may terminate this Agreement at any time and for any reason on written notice to Trusted Choice®. Trusted Choice® may, at any time and for any reason, such as, but not limited to, breach of this Agreement or failure to remain a member in good standing of an IIABA state association: (A) suspend Licensee's participation in the Program and authorization to use the Mark; and (B) terminate this Agreement.

In the event of termination of this Agreement, Licensee shall immediately discontinue all uses of the Mark, destroy all Materials in its possession or control bearing the Mark and delete all uses of the Mark in its Materials.

6. Indemnification

Licensee shall defend, indemnify, and hold harmless Trusted Choice® and its corporate affiliates, and their respective officers, directors, employees and agents, against all claims, demands, causes of action, or liability (collectively "Claims") arising out of or related to Licensee's use of the Mark or participation in the Program. Licensee shall promptly reimburse Trusted Choice® and its corporate affiliates, and their respective officers, directors, employees and agents for all expenses and costs incurred in defending Trusted Choice® against all Claims, including, but not limited to, attorney's fees. Trusted Choice® or its corporate affiliate, as appropriate, shall have the right, in their respective sole discretion, to select counsel to defend them or their officers, directors, employees and agents against all Claims. This indemnification shall survive termination of this Agreement.

7. Acknowledgments

Licensee acknowledges that: (A) this Agreement and the Program are not a sale to Licensee or grant of a right to enter into a business; (B) Licensee obtains Licensee's appointments or rights to offer and sell insurance or any other product or service from sources other than Trusted

Choice®; (C) Licensee's participation in the Program is voluntary; (D) Licensee can elect to use materials created by Trusted Choice®, but does not need to and is not required to do so as a condition to voluntary participation in the Program; (E) Trusted Choice® does not and will not control Licensee's business organization, promotion activities, management, marketing plan, business affairs or other aspects of Licensee's business; (F) any offer of assistance provided by Trusted Choice® is not necessary or critical to the overall operation of Licensee's business; (G) licensee's payment to Trusted Choice® reflects the fair market value of any materials and services offered or provided and is nonrefundable; (H) Trusted Choice® does not provide Licensee any form of marketing plan (such as guidance or approval regarding site, facility design, operating hours, production techniques, accounting, personnel matters, customer or territory restrictions, or otherwise) but rather, Licensee develops Licensee's own marketing plan using tools and resources available to Licensee from a variety of sources other than Trusted Choice®; (I) the Program is designed to supplement but not replace Licensee's name and identity; and (J) Trusted Choice® may establish rules for access to and continued use of any Trusted Choice® materials that are available for voluntary use by Licensee.

8. Miscellaneous

A. *Law and Venue.* The parties consent to submit to the jurisdiction of the state and federal courts of the Commonwealth of Virginia with respect to any dispute that may arise under this agreement. This Agreement shall be governed by and interpreted according to the laws of the commonwealth of Virginia, without reference to conflicts of laws rules.

B. *Amendment.* Trusted Choice® shall have the right, at any time and without notice, to add to or modify the terms of this Agreement, by posting the amended terms to the Trusted Choice® Web site. Licensee's continued participation in the Program after the date that the amended terms are posted shall be deemed to constitute acceptance by Licensee of the amended terms.

C. *Waiver and Severability.* No failure or delay in exercising or enforcing any right or remedy hereunder by Trusted Choice® shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

D. *Interpretation.* The captions used in this Agreement are for reference only and shall not be used to interpret the Agreement. The terms of this Agreement shall be interpreted according to their fair meanings and not strictly for or against any party.

E. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties regarding the subject hereof, and supersedes any prior understandings or writings, and may be modified as provided for herein.

F. *Assignment.* This Agreement may not be assigned by Licensee without the prior written permission of Trusted Choice®.

G. *Unsolicited E-Mails/Faxes.* Licensee hereby authorizes Trusted Choice® or any of its corporate affiliates to send unsolicited commercial e-mails and/or faxes to Licensee and any of its employees.

Trusted Choice® Pledge of Performance

Trusted Choice® agencies are insurance and financial services firms whose access to multiple companies and commitment to quality service enable us to offer our clients competitive pricing, a broad choice of products and unparalleled advocacy.

As a Trusted Choice® agency, we are dedicated to you and are committed to treating you as a person, not a policy. This commitment means we shall:

- Work with you to identify the insurance and financial services that are right for you, your family or your business and use our access to multiple companies to deliver those products.
- Guide you through the claims process for a prompt and fair resolution of your claim.
- Help you solve problems related to your coverage or account.
- Explain the coverages and options available to you through our agency, at your request.
- Return your phone calls and e-mails promptly and respond to your requests in a timely manner.
- Provide 24/7 services for our customers, offering any or all of the following: emergency phone numbers, Internet account access, e-mail and call center services.
- Use our experience and multiple company relationships to customize your coverage as needed.
- Commit our staff to continuing education so they may be more knowledgeable in serving you.
- Treat you with respect and courtesy.
- Conduct our business in an ethical manner. We pledge this to you, our clients and ask that you let us know if we fail to meet our commitment, so we may take corrective action.

By signing below, I certify that I have read the Trusted Choice License Agreement and the Pledge of Performance and agree to the terms.

Agency Name: _____

Signature of Agency
Principal: _____

Date: _____

Email Address
(needed to activate
Trusted Choice): _____