



Dear Agent,

Thank you for your interest in Mackinaw Administrators. To transact business with us, please provide the following:

- Completed Agency Application (attached)
- Completed Agent Application by DRLP (attached)
- Copy of Agency Resident or Non-Resident License
- Copy of DRLP Resident or Non-Resident License
- Completed W9. Name (line 1) and Tax ID MUST match what is on file with the IRS (attached)
- Signed Producer Agreement (attached)
- E&O Certificate of Insurance

Please return all required paperwork to Lisa Heads at lheads@mackadmin.com or fax to 810-220-9961.

Sincerely,

Lisa Heads
Controller
Mackinaw Administrators LLC
Phone: (810) 844-8112
Fax: (810) 220-9961
Email: lheads@mackadmin.com
www.mackadmin.com

Agency Application

Type or print all information requested and attach a copy of the most recent Resident or Non-Resident license.

INFORMATION REGARDING AGENCY

TODAY'S DATE: _____

Agency Name: _____				
Street Address: _____				
City: _____	State: _____	Zip: _____	County: _____	
Telephone No.: _____		Fax No.: _____		
Email _____		Legal Form: _____		
Federal I.D. No.: _____		(Corporation, LLC, Partnership, Sole Proprietorship)		
List all Principals:				
Name	Position	Social Security	Date of Birth	County/State of Residence

The applicant must answer the following questions. *

- | | | |
|---|-------|----|
| 1) Have you ever been charged with or convicted of a crime?
"Crime" includes any felony or misdemeanor. Disclosure of minor traffic accidents need not be included.
"Convicted" includes entering a plea of guilty or nolo contendere, or receiving probation, a suspended sentence, or a fine. | YES** | NO |
| 2) Have you ever been investigated by any regulatory agency (including any insurance regulatory agency or any other agency) regarding a professional or occupational license? | YES** | NO |
| 3) Are you, a party to, or have you ever been found liable in, any lawsuit or arbitration involving allegations of fraud, deceit, misappropriation of funds, misrepresentation, or breach of fiduciary duty? | YES** | NO |
| 4) Have you ever been terminated from any employment for misconduct? | YES** | NO |
| 5) Have you ever had an application for a license denied? | YES** | NO |

I certify that the answers to the questions listed above are true.

Signature _____ Date _____

*If this application is made on half of an agency, all questions shall be answered with respect to the business entity and any owner, partner, officer or director of such agency and all licensees who will act as producers.

**ALL "Yes" responses must be explained in an attachment.

Agent Application

Type or print all information requested and attach a copy of the most recent Resident or Non-Resident license

INFORMATION REGARDING AGENT

TODAY'S DATE: _____

Agent Name: _____

Social Security Number: _____ Date of Birth: _____

HOME ADDRESS

Street: _____

City: _____ State: _____ Zip: _____ County: _____

Telephone No.: _____ Email: _____

States where agent is seeking appointment:

State	License Number	Resident	Non-Resident
_____	_____		
_____	_____		
_____	_____		

The following questions must be answered by the applicant.

- 1) Have you ever been charged with or convicted of a crime? YES** NO
"Crime" includes any felony or misdemeanor. You do not need to disclose minor traffic offenses.
"Convicted" includes entering a plea of guilty or nolo contendere, or receiving probation, a suspended sentence, or a fine.
- 2) Have you ever been investigated by any regulatory agency (including any insurance regulatory agency or any other agency) regarding a professional or occupational license? YES** NO
- 3) Are you, a party to, or have you ever been found liable in, any lawsuit or arbitration involving allegations of fraud, deceit, misappropriation of funds, misrepresentation, or breach of fiduciary duty? YES** NO
- 4) Have you ever been terminated from any employment for misconduct? YES** NO
- 5) Have you ever had an application for a license denied? YES** NO

I certify that the answers to the questions listed above are true.

Signature _____

Date _____

**ALL "Yes" responses must be explained in an attachment.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requestor'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 the "Name" line 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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								

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. citizen or other U.S. person (defined below).

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Agency Agreement

Agreement is made and entered into in Brighton, Michigan, this ____ day of _____, 20____, by and between Mackinaw Administrators, LLC, a Michigan Limited Liability Company, hereinafter called “General Agent” (GA), and _____, a _____, hereinafter called “Producer”.

(State) (Legal Form – Corporation, LLC etc.)

WITNESSETH:

WHEREAS, GA acts as an Insurance Representative of Companies in the placement and writing of Insurance generally; and

WHEREAS, GA and Producer desire to enter into an Agreement, which includes a commission arrangement and independent ownership by Producer of the insurance business covered by this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, sufficiency hereby acknowledged, it is mutually agreed as follows:

SECTION 1. CONDUCT OF PRODUCER. Producer acknowledges that they understand the limitations contained in Agreement, and that no insurance submitted for consideration is effective until acceptance by GA, verification of which is only to be indicated in writing, email and or faxed to the Producer from GA. Producer is not authorized to BIND or CANCEL ANY insurance coverage. Coverage is NOT BOUND OR CANCELLED by telephone communication. Only GA can bind or cancel coverage with their insurance companies.

Producer shall be liable to GA for any loss paid by GA, necessitated by Producer’s negligence, including, but not limited to binding coverage or accepting any risk on behalf of GA beyond or outside the authority GA specifically granted to Producer and / or any addendum to this Agreement.

Producer agrees to be properly licensed to transact business in any state that an exposure exists and, furthermore, comply with all Insurance Codes and Regulations in the state of origin of contracts of Insurance or endorsements written through GA, and in the State of Producer’s domicile.

Producer agrees to carry a minimum of \$1,000,000 of Errors and Omissions Insurance at all times, during the length of this contract. Furthermore, the policy should be written through a carrier with an A.M. Best rating of B+ or better. Producer agrees to provide an updated Error and Omissions Certificate of Insurance to GA annually.

Producer agrees to report promptly to GA all changes in address, relevant license information and insurance changes.

SECTION 2. DEFINITIONS. Neither term “Producer” nor anything contained herein, or any of the by-laws, Rules or Regulations of GA shall be construed, as creating the relationship of employer and employee between GA and Producer. Producer shall act ONLY as an independent contractor. Producer is not an Agent of GA or any insurer with whom GA may place a risk at the request of Producer.

SECTION 3. PREMIUMS. Producer agrees to remit to GA, all premiums, earned premiums, audits and fees billed by GA and shall be liable to GA for such payment, the inability of Producer to collect from insured notwithstanding, within fifteen (15) days after the rendering of monthly account statement by GA.

In the event that any policy or portion thereof is on an agency bill basis, any uncollectible premium audits not returned within thirty (30) days will be the producer’s responsibility.

Direct Bill: For policies where the carrier bills the policyholder directly, the carrier will bill the policyholder or payor directly for all premiums due, and the carrier will be responsible for collection of directly billed premium following producer’s collection of any initial premium.

Uncollectible monies may not be offset by any credits to Producer or by cancellation of policies. All fees and expenses incurred in Producer's collection efforts are at Producer's own cost.

SECTION 4. CANCELLATION. GA DOES NOT AND WILL NOT under any circumstances permit FLAT CANCELLATION of any insurance coverage bound and / or written by GA at the request of Producer. All coverage effected by GA at the request of Producer are submitted with the understanding that they are NOT SUBJECT TO FLAT CANCELLATION and WILL BE CANCELLED SHORTRATE.

SECTION 5. ACCOUNTING. PRODUCER WILL PAY TO GA ALL MONIES DUE ON ANY OUTSTANDING BALANCE NOT LATER THAN FIFTEEN (15) DAYS FROM THE END OF THE MONTH, BASED UPON THE ACCOUNT RENDERED BY GA TO PRODUCER. ANY DEPOSITS ON NEW BUSINESS OR RENEWALS ARE TO BE PAID DIRECTLY TO THE INSURANCE COMPANY RISK IS PLACED WITH.

When discrepancy exists in accounting between GA and Producer, it shall be the Producers responsibility to notify, GA, in writing, within fifteen (15) days from the month end of policy(s) effective date, of amounts in variance with GA records. If no written notice is received by GA within this period, GA's accounts will stand as correct and agreed to by Producer.

Receipt of cash with or without application for a policy(s) will not constitute automatic binding coverage for said policy(s).

SECTION 6. COMMISSIONThe brokerage or commission herein after called "Commission" earned by the producer shall be negotiated between the parties with regard to each insurance proposal accepted by the GA hereunder. The agreed-upon commission shall be confirmed in writing from the GA to the Producer.

Such commission as is agreed upon shall be the maximum commission, and shall be deemed to include countersignature or sub-producer commissions, the payment of which shall be the responsibility of the Producer.

PRODUCER AGREES, EITHER DURING THE PERIOD THAT THIS AGREEMENT IS IN EFFECT OR AFTER ITS TERMINATION, TO REFUND COMMISSION, OR OTHER CHARGES ON POLICY CANCELLATIONS, AUDITS AND ENDORSEMENTS AT THE SAME RATE AT WHICH SUCH COMMISSION, OR OTHER CHARGES WERE ORIGINALLY RETAINED OR PAID, INCLUDING ANY COMMISSION PAID TO OR NETTED FROM PREMIUMS.

The right of the Producer to receive commissions or other compensation hereunder shall at times be subordinate to the right of the GA to offset or apply such commissions or other compensation against indebtedness of the producer to GA.

SECTION 7. CLAIMS AND REPORT OF LOSSES. Producer has no authority, either expressed or implied, to handle claims of risks placed through GA. The knowledge of any claim by Producer shall be transmitted in writing to GA IMMEDIATELY AFTER RECEIPT.

SECTION 8. TERMINATION. Agreement may be terminated by either party at any time upon written notice mailed to the last known address of the other party. In event of termination of Agreement, Producer shall pay all monies due to GA within 48 hours after demand of payment by GA.

The producer agrees that upon termination of the agreement by either party, that all material and information relating to the GA regarding products and programs will be returned within 15 days of said termination date.

This Agreement shall not inure to the benefit of any successor in interest of the producer, nor may any interest under this Agreement be assigned by the Producer without the prior written consent of GA. Assignments attempted without such consent are void.

SECTION 9. BINDING EFFECT. Agreement shall be binding upon and ensure to the benefit of GA and Producer and their respective heirs, legal representatives, executors, administrators, successors and assigns.
EVIDENCE OF IN FORCE ERRORS & OMISSIONS COVERAGE REQUIRED.

SECTION 10. INVALID PROVISION. The invalidity or unenforceability of any particular provision of Agreement shall not affect the other provisions hereof, and Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

SECTION 11. GOVERNING LAW. Agreement shall be subject to and governed by the laws of the State of Michigan, County of Livingston, City of Brighton, notwithstanding that producer may be, or may become a resident of a different state, or that this Agreement may be signed in a different state.

SECTION 12. INDEMNIFICATION We will indemnify and hold you harmless against all civil liability, including reasonable attorney's fees and reasonable costs of investigation and defense, arising as a direct result of: 1) Our error or omission in preparing, processing, billing or servicing any policy or endorsement, except to the extent that you caused, contributed to, or compounded such error; or 2) Failure of a policyholder to receive notice of cancellation, non-renewal, or any notice affecting coverage on direct bill business, where the carrier sends notices directly to the policyholder, except to the extent that you caused contributed to or compounded such error.

SECTION 13. AMENDED MODIFICATION.

Agreement constitutes the entire Agreement among the parties and contains all of the Agreements among the parties with respect to the subject matter hereof. Agreement supersedes any and all other Agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof.

No change or modification of Agreement shall be valid unless the same be in writing and signed by Producer and GA. No waiver or any provision of Agreement shall be valid unless in writing and signed by the person or party against whom charged.

In the event Producer under Agreement is a Corporation or Limited Liability Company (LLC), it is further understood, agreed, and guaranteed by the undersigned individuals, principal stockholders or members of said Corporation or LLC, that all Conditions of Agreement shall be binding upon them severally and jointly in the same manner as upon the Corporation named as producer.

This Agreement supersedes all previous written and oral agreements and agreement amendments between Producer and GA.

EXECUTED ON THE _____ day of _____, 20____.

Producer Signature

Printed Name and Title

Witness

Mackinaw Administrators, LLC Signature

Printed Name and Title

Witness