



Agency Appointment Questionnaire

Complete and return to: Marketing Department, Florida Specialty Insurance Company by email (fsicmarketing@floridaspecialtyinsurance.com). If you have any questions please call (888) 723-3055 ext 4. Use a separate Agency Appointment Questionnaire for each additional location.

Date: _____ **Agency Main Email address** _____

Agency DBA Name _____

Agency Website Address _____ **Phone** _____

Street Address _____ **Fax** _____

City _____ **State** _____ **ZIP** _____ **County** _____

Agency is a: ☐ Individual ☐ Partnership ☐ Trust/Estate **Federal ID#** _____
☐ C Corporation ☐ S Corporation ☐ LLC ☐ Other

Exact IRS Corporate Name _____

Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Other locations? ☐ No ☐ Yes - If yes how many? _____

Name: (First, MI, Last)

Officer Title: (Pres, VP, etc.)

Email address:

List all Agency owners and officers

Primary Owner's Information

Home Address _____ **City** _____ **State** _____ **Zip** _____

E-mail address _____ **Phone** _____

5971 Cattleridge Blvd #101, Sarasota, FL 34232

(888) 723-3055 ext 4

Marketing Email: fsicmarketing@floridaspecialtyinsurance.com



Agency Appointment Questionnaire

Licensed 2-20 Agents at this Location:

Agent in Charge * _____ License # _____

Email _____

Agent 2. _____ License # _____

Email _____

Agent 3. _____ License # _____

Email _____

Agent 4. _____ License # _____

Email _____

PLEASE ENTER CONTACT INFORMATION BY DEPARTMENT FOR ANY NON-LICENSED REPRESENTATIVES

Name: (First, MI, Last)	Title Position	Department	Phone Number	Email Address

IVANS Downloads? ☐ Yes

AMS Vendor		Product	Version
Y Account		User ID	Initial Download? <input type="radio"/> Yes <input type="radio"/> No

Do you have an account with LexisNexis? (Y/N) ____ NodeID: _____

Attachments: The following documents must be provided to process your request:

☐ Copy of E&O Policy Dec Page

Prepared by: _____

Title: _____

Phone Number: _____

Email Address: _____

5971 Cattleridge Blvd #101, Sarasota, FL 34232
(888) 723-3055 ext 4
Marketing Email: fsicmarketing@floridaspecialtyinsurance.com

FLORIDA SPECIALTY MANAGING GENERAL AGENTS, LLC

Agency Agreement

This AGREEMENT is entered into as of _____ by and between **FLORIDA SPECIALTY MANAGING GENERAL AGENTS, LLC**, with its principal office at, **5971 Cattleridge Blvd #101, SARASOTA, FLORIDA 34232 ("MGA")** and the following agency:

(AGENCY NAME)

At:

(ADDRESS)

(CITY, STATE & ZIP CODE)

The MGA and the Agent agree to be bound by the following terms:

1. **APPOINTMENT**. MGA is authorized by Florida Specialty Insurance Company ("Florida Specialty") to solicit the coverages set forth on Schedule I attached hereto and incorporated herein by reference and, if applicable, to make the appointments as set forth in this Agreement. Pursuant to this Agreement, MGA authorizes and, where applicable, appoints the Agent to represent Florida Specialty for only those lines of business specified herein. MGA appoints the Agent to perform those services and duties as an independent insurance agent. The Agent agrees to faithfully perform all duties of an agent and at all times to protect and further the best interests of the MGA and Florida Specialty consistent with this Agreement, the instructions of the MGA, and all local, state and federal laws. Nothing herein contained shall constitute the Agent as the exclusive agent of the MGA or Florida Specialty. The Agent warrants that it and its employees have and will maintain all licenses and appointments required by law to perform the duties under this Agreement. The Agent further warrants that only employees specifically appointed by the MGA with the Department of Financial Services will act as agent(s) pursuant to this Agreement.

2. **GENERAL AUTHORITY**. The Agent is hereby granted the authority to solicit, receive and forward applications for contracts of insurance of the MGA's territories and lines of business as authorized in Schedule I. The Agent's authority, however, is subject to any restrictions placed upon the Agent by the MGA or by applicable state laws, and subject to such underwriting rules, regulations, limitations, terms, and conditions as are herein stated, or as the MGA may from time to time impose. The Agent shall have no authority to waive or modify any term or condition of any insurance policy. The Agent shall not have any authority to use the name, logo, trademark, service mark or intellectual property of the MGA in any advertisement, publication, form, communication, or any other way without the prior written consent of the MGA. The Agent shall not accept or submit applications or contracts of insurance from or through another agent.

3. **AGENT'S BINDING AUTHORITY**. The Agent is given authority to bind insurance, which may be revoked or limited at any time by the MGA, only for the Insurance Companies and lines of insurance authorized on Schedule I. All bound applications must be postmarked or electronically transmitted within seventy-two (72) hours of the effective date of the coverage bound. The Agent has no binding authority for any other programs not specifically authorized herein.

4. **APPLICATIONS & BINDERS**. The MGA will accept applications and binders written by the Agent only on forms or an electronic platform as approved by the MGA. The Agent shall complete and retain in its records an application for each policy submitted to the MGA which must be signed by both the person applying for insurance and an agent appointed by the MGA. If the Agent submits an application electronically as approved by the MGA, the Agent shall retain the original signed application and all related documents in its files pursuant to Section 13. If the Agent does not submit the application electronically, the Agent shall immediately forward to the MGA as written, the original signed application and all related documents produced by the Agent under this Agreement, with a copy in its files.

5. **REJECTION OF INSURANCE**. The MGA reserves the right to reject and/or cancel any business submitted by the Agent that is not satisfactory to the MGA in its sole and absolute discretion, and at any time, for any reason consistent with the insurance laws of the state, and/or nonrenew any policies of insurance produced by the Agent through the MGA.

6. REPORT OF LOSSES AND LEGAL SERVICES. The Agent shall notify the MGA as soon as practicable of any claims, losses or suits under policies written. The Agent has no authority to adjust, settle, negotiate or otherwise commit the MGA in any way with regard to a claim. The Agent will cooperate in the investigation and adjustment of claims. The Agent agrees to send promptly to the MGA by certified mail or commercial overnight delivery service any legal documents served on the Agent for actions brought against the MGA.

7. PREMIUMS. No policy, binder or endorsement shall be quoted, sold or issued under this Agreement at any rate other than the rate filed by the Insurance MGA with the Insurance Department of the State(s) in Section 1 herein.

8. COMMISSIONS. As full compensation for the Agent's services, the MGA shall allow the Agent, a commission; subject to the non-commissionable fees, assessments, or surcharges levied by any local, state or federal agency, state plan or association, the Department of Insurance, the MGA or the Insurance Companies, as a percentage of the premium on each Insurance MGA policy written and paid for under this Agreement at the rate specified on Schedule I. The Agent shall pay return commission as specified in Section 10. If another agent of the MGA previously wrote any of the business written by the Agent and the MGA makes a good faith determination that it is legally liable to pay a commission to the original agent, no commission will be paid to the Agent, and the MGA shall have the right to offset the outstanding balances including, but not limited to, unearned commissions against future compensation under this Agreement, under any addendum hereto or under any other indebtedness, liability or obligation whatsoever of the Agent to the MGA. The MGA may amend or may incorporate an additional MGA Addendum into this Agreement, from time to time. The MGA has the right in its sole and absolute discretion, to change the rate of commissions payable to the Agent on new and renewal insurance policies with thirty (30) days' prior notice to the Agent.

9. ACCOUNTING. The Agent agrees to be bound by the MGA's insurance billing requirements. The Agent agrees to forward immediately to the MGA any negotiable instruments payable to the MGA. For insurance applications where the agent accepts a form of payment from an insured, the Agent shall collect, account for, and pay premiums to the MGA. The Agent shall be a fiduciary as trustee for the benefit of the MGA with respect to premium received by the Agent for risks assumed or to be assumed by the Insurance MGA. The Agent shall promptly submit to the MGA the full (gross) down payment with the insurance application. Future installments and renewal notices will be billed to the insured by the MGA, and will be payable directly to the MGA. The Agent shall cooperate with the MGA in all collections. The Agent agrees to accept the credit risk by accepting a form of payment in its own name or on its own behalf, and understands that the MGA will not cancel the policy or provide a refund to the Agent for failure of consideration with any such form of payment. The keeping of an account in such form, any failure to enforce prompt remittance, any alteration in compensation, any retention of commissions by the Agent or any compromise or settlement shall not waive the trust relationship as to premiums collected or to be collected by the Agent. The Agent shall require monies according to the MGA pay plan or as otherwise instructed by the MGA.

10. RETURN COMMISSIONS. For cancellations of insurance or reduction of premiums, the Agent shall pay the MGA return commission computed at the rate used when the policy was issued. If the MGA elects to refund to any insured the entire unearned premium, the Agent's commission on such return shall be immediately due and payable to the MGA. Any amount so due from the Agent shall be thereupon an offset against any amount the MGA may owe to the Agent. The MGA shall have the right to offset the outstanding balances including, but not limited to, unearned commission against future compensation under this Agreement, under any addendum hereto or under any other indebtedness, liability or obligation whatsoever of the Agent to the MGA.

11. EMPLOYEES AND EXPENSES OF AGENT. Nothing herein shall create the relationship of employer and employee between the MGA and the Agent, or its employees or representatives. It is understood and agreed that the Agent and its employees are independent contractors of the MGA, not employees, for the purposes set forth herein. All expenses of the Agent, including, but not limited to, rentals, salaries, supplies not furnished by the MGA, postage, advertising, appointment fees, local license fees, attorney's fees, utilities, and cost of equipment shall be borne by the Agent and shall not under any circumstances be considered expenses of the MGA unless the MGA agrees in writing.

12. FIDUCIARY RESPONSIBILITY OF AGENT.

A. Compliance – The Agent shall perform faithfully, in every way, its duties as the Agent in compliance with all applicable state statutes and regulations, the instructions of the MGA, and shall protect and further at all times the best interests of the MGA. All premiums received by the Agent and due the MGA shall be held by the agent as trustee for the MGA until delivered to the MGA.

B. Trust Relationship – The keeping of an account on the books of the MGA, or on the books of the Agent, in the form of a creditor and debtor account, is hereby declared to be a record of memorandum of business transacted and shall in no way be taken to change the trust relationship of the Agent with the MGA in connection with the receipt by the Agent of premiums on behalf of the MGA. Neither alteration of compensation rate, nor failure of the MGA to enforce prompt remittance of the premiums collected by the Agent, nor compromise or settlement of account rendered by the MGA to the Agent shall be interpreted to change said trust relationship.

13. RECORDS.

A. The Agent shall keep, in manner and form prescribed or approved by the MGA, correct records, books, and accounts of all transactions under this and all previous Agreements with the MGA. The Agent shall hold and preserve the property of the MGA (including, but not be limited to, all applications, records, software, supplies, forms, manuals, expirations lists, and any other MGA property, hereinafter (“Records”), which at any time shall come into its possession or under its control relating to this Agreement and the Agent shall surrender the Records to the MGA upon demand. The Agent shall not otherwise destroy these Records without the permission of the MGA for a period of seven (7) years from the termination of this Agreement. The Agent shall, as often as reasonably requested, make available to a representative of the MGA all such books and records relating to transactions governed hereby for such examination and copying as such representative shall request and shall cooperate fully in such examination. The MGA’s right to inspect and copy records relating to the business governed by this Agreement shall survive this Agreement and shall continue until all matters affecting the MGA are settled. The Agent shall make such reports of all transactions under this and all previous Agreements as may be required by the MGA.

B. Electronic Processing System / Original Documents – During the term of the Agreement, the MGA may provide to the Agent access to its licensed electronic policy processing system (“Electronic Processing System”) that will allow the Agent to transmit electronically to the MGA, through either the Internet or via computer modem access using the Electronic Processing software, policy applications, exclusions and rejections of optional coverage under any policy or renewal written by the Agent. If the Agent is granted access to the Electronic Processing System, the Agent will be granted a personal, non-transferable, non-assignable, non-exclusive license to use the Electronic Processing System solely in connection with the services to be performed by the Agent under this Agreement. Other than the limited rights to use the Electronic Processing System, this Agreement grants to the Agent no right to possess or reproduce, down load, reverse engineer, or obtain any other interest in, the Electronic Processing System or their specifications in any tangible or intangible medium. The Agent may not mortgage, hypothecate, sell, assign, pledge, lease, transfer, license, or sublicense the Electronic Processing System, nor allow any person, firm, or corporation to transmit, copy, reproduce, download, reverse engineer, or obtain any other interest in the Electronic Processing System or their specifications in whole or in part. Further, if the Agent is granted the right to use the MGA’s Electronic Processing System and in consideration of being granted that right, the Agent shall perform the following additional record keeping duties:

1. Retain in an organized manner any and all original documents and records “Original Document”, transmitted electronically by the Agent to the MGA through the Electronic Processing System, including, without limitation, all signed applications, exclusions and rejections of optional coverage under any policy or renewal written hereunder. The Agent shall retain the Original Documents for a minimum period of seven (7) years or for any minimum period that may be required by the rules and regulations of the state or states in which the Agent is producing business. Notwithstanding the foregoing, the Agent shall not discard or destroy such Original Documents without the prior written consent of the MGA;
2. The Original Documents shall be open to inspection and/or audit at all reasonable times by any representative of the MGA. All Original Documents shall be kept in such a manner and form as is generally recognized as acceptable in the insurance industry or as may be required by the MGA;
3. The Agent shall provide any Original Document, held in its possession or control, to the MGA upon request and at the Agent’s expense, including, without limitation, a copy of all or any part of a file concerning an insured or applicant;
4. The Agent specifically recognizes and accepts that the Original Documents may be required to ensure MGA’s compliance with State and Federal laws and regulations. The MGA may be significantly and adversely affected by the Agent’s failure to comply with the above requirements and this failure could subject the MGA to fines, penalties and other sanctions;
5. Electronic Signatures – The Agent agrees that by using any E-mail, Internet or other electronic medium for quotes or other transactions with the MGA, the Agent is agreeing to conduct the transaction of insurance in electronic form. The Agent understands and agrees that the Agent is signing and

authenticating the E-mail or Internet form and agreeing to be legally bound to the same extent as if the Agent had manually signed and delivered to the MGA a signed form. The Agent also understands and agrees that a record of any E-mail or Internet form or transaction may be stored in electronic form by the MGA. The Agent intends that transmission of any E-mail or Internet transactions or inquiries, and any electronic records of them, to be the Agent's legal signature. The Agent expressly waives any claim or defense that any E-mail or Internet form or transaction does not constitute an original and authentic written signature, duly executed and delivered by the Agent. The Agent will ensure compliance substantially similar to provisions herein and with federal and state laws for any electronic documents and transactions with its customer or consumers.

Further, to the extent that The MGA grants the Agent the right to use its Electronic Processing System software ("Interface Software") and in consideration of being granted that right, the Agent shall comply with all provisions within any Interface Software license agreement that may accompany the Interface Software.

14. CHANGE OF CONTROL. The Agent shall notify the MGA in writing at least thirty (30) days in advance of any of the following occurrences, each of which shall be deemed a "Change of Control":

- A. A sale, transfer or pledge, or the issuance to a new shareholder, of ten (10%) percent or more of the voting stock of the Agent; or
- B. A sale, transfer or pledge of a substantial portion of the material assets of the Agent, or any merger or consolidation of the Agent with another entity or entities; or
- C. A change in any director or principal officer of the Agent.

15. CLAIMS. All claims arising from business placed with the MGA under this Agreement shall be adjusted and handled by the MGA or its duly appointed representatives. The Agent shall fully report to the MGA all losses, claims and lawsuits immediately upon receiving knowledge thereof. Failure to properly and promptly report all losses and claims is a breach of this Agreement. The MGA shall retain full control of, and full authority over, losses and claims. The Agent has no power or authority to settle or adjust claims or losses unless specifically authorized by the MGA in writing.

16. TERMINATION.

A. This Agreement shall terminate:

- 1. Automatically, without notice, in the event the Agent's license, authorization, or appointment lapses or is terminated or suspended by any regulatory authority; or
- 2. Automatically on the date of the sale, assignment, or transfer of the Agent's business (including the transfer of a major portion of the stock of the Agent), or the merger or consolidation of the Agent with another firm, or for other substantial changes in the management or ownership of the Agent; or
- 3. Immediately upon written notice by the MGA in the event the Agent has failed to promptly comply with any of its duties and obligations under this Agreement; or
- 4. Immediately upon either party giving written notice to the other of abandonment, fraud, retention of an employee convicted of a felony, insolvency or threat of insolvency, appointment of a receiver or liquidator, bankruptcy, reorganization, gross or willful misconduct on the part of such other party, or of insecurity by the MGA with the business operations of the Agent; or
- 5. By either party giving written notice of termination not less than thirty (30) days prior to the effective date of termination.

B. Following termination, all privileges granted by the MGA shall be automatically terminated. However, the Agent shall continue to fulfill its duties and obligations under this Agreement as to policies written prior to termination of this Agreement until all of such policies written have been non-renewed or cancelled. The MGA shall have the right in their sole discretion to nonrenew or cancel any policy, at any time unless otherwise required by law.

C. Following termination, the Agent shall immediately deliver to the MGA all property and Records of the MGA. If the Agent fails to deliver such items, the Agent shall bear any and all expenses which the MGA may incur in obtaining such items, including reasonable attorney fees and court costs and shall be liable for losses resulting in whole or in part from the Agent's failure to immediately deliver such property to the MGA.

D. Following termination, all interest in and rights to the expirations and renewals shall be the property of the Agent unless the Agent is in default or has failed to perform the conditions, terms or duties of any provision of this Agreement, or fails upon termination of this Agreement to satisfy all of its obligations to the MGA.

E. Following termination, the Agent shall immediately pay and be responsible for payment to the MGA of return commissions which become due to the MGA upon cancellation or reduction of coverage or premium on insurance policies produced by the Agent. Return commissions shall be paid in accordance with the commission rates in effect at the time of the last commission. Commissions shall be paid on renewal policies, if any, and on their adjustments, in accordance with the commission rates in effect at the time of the renewal or anniversary date of the policy, subject to Section 8.

17. INDEMNIFICATIONS AND RIGHT OF OFFSET.

A. The Agent shall at all times indemnify and hold harmless the MGA and its directors, officers, shareholders, and employees from and against all manner of actions, suits, liabilities, costs or expenses, including attorney's fees, which arise directly or indirectly out of any action or inaction of the Agent, its officers, directors, shareholders, subagents, or employees ("Indemnifying Party") in connection with any obligations of the Indemnifying Party arising out of this Agreement, or resulting from or arising out of any unauthorized or illegal disclosure by the Indemnifying Party of Customer Information, as hereinafter defined, or by reason of any negligence, or intentional or willful misconduct on the part of the Indemnifying Party. The MGA shall at all times have the right to receive and apply any money held on account against any and all obligations and liabilities of the Indemnifying Party to the MGA whether arising out of this Agreement or otherwise, and for all liabilities, damages, costs or expenses, including attorney's fees, which the MGA may sustain. In no event shall the Indemnifying Party be liable for any indirect, consequential, or special damages.

B. The MGA will indemnify and hold harmless the Agent and its directors, officers, shareholders and employees from and against all manner of actions, suits, liabilities, costs or expenses, including attorney's fees, which arise out of any action or inaction of the MGA, its officers, directors, shareholders, or employees in connection with any of its obligations arising out of this Agreement, except to the extent of the damages caused by the Agent. The agent shall look solely to the MGA and not any Insurance MGA for any and all such costs, expenses, and damages arising in any manner from an action taken, or not taken, by the MGA on behalf of the MGA. In no event shall the MGA be liable for any indirect, consequential, or special damages.

18. CONFIDENTIALITY. The Agent agrees and covenants that the Agent will safeguard nonpublic personal information ("Customer Information") consistent with the terms of this Agreement and as modified by state and federal privacy rules and regulations, including Title V of Gramm-Leach-Bliley ("Privacy Laws"), from improper or illegal use, or exposure to, or appropriation by, unauthorized persons. "Customer Information" is generally defined as information that is provided by a consumer or customer, obtained by the MGA or the Agent, or that results from the customer or consumer's transactions with the MGA or the Agent. Customer Information does not include information available to the general public. The Agent agrees to maintain physical, electronic and procedural safeguards that comply with applicable Privacy Laws in order to protect Customer Information. The Agent also agrees to restrict access to Customer Information to only those individuals who need to know that information and only in those circumstances authorized by Privacy Laws in order to provide products or services to a customer or consumer. The Agent warrants that it and all its employees, agents, affiliates, and third parties will adhere to Privacy Laws and Privacy Standards of both the MGA and the Insurance Companies, and the Agent will use Customer Information only for legitimate business purposes. The Agent shall not disclose any Customer Information about customers, consumers, or former customers or consumers to anyone, except as permitted by law. The Agent agrees it will not use or share any personally identifiable health information about a customer or consumer except as authorized by law.

19. INSURANCE. The Agent agrees that it will maintain worker's compensation insurance as required by law, and Errors and Omission coverage for its agency and employees at limits not less than one million dollars (\$1,000,000). The Agent agrees to provide evidence of such coverage on renewal and from time to time as requested by the MGA.

20. ARBITRATION.

A. Any dispute relating to the performance of this Agreement, whether before or after termination, shall be settled by arbitration in the County of Alachua, State of Florida, in accordance with the rules of the American Arbitration Association, except as modified herein. Unless the parties both agree to a single arbitrator, the arbitration panel shall be composed of two arbitrators and an umpire chosen by the two arbitrators.

B. The members of the board of arbitration shall be active or retired disinterested officers of insurance or reinsurance companies or agencies. One arbitrator shall be named in writing by each party within ten (10) business days after the notice of arbitration is served by either party upon the other, and the umpire selected by the two arbitrators within fifteen (15) business days thereafter. If a party fails to appoint an arbitrator within the ten (10) business day period, the other party shall appoint the arbitrator in its place. If the arbitrators cannot agree on an umpire within three (3) weeks after this nomination, then the umpire shall be chosen impartially by the American Arbitration Association.

C. The claimant shall submit its initial statement within twenty (20) calendar days after appointment of the umpire. The respondent shall submit its statement within twenty (20) calendar days after receiving the claimant's statement. The claimant may submit a reply statement within ten (10) calendar days after receiving the respondent's statement, and the respondent may submit a response statement within ten (10) calendar days after receiving the claimant's reply statement. No other statements shall be submitted by either party.

D. The members of the arbitration board shall make an award with regard to the custom and usage of the insurance business. The board shall issue its award in writing based upon a hearing at which evidence may be introduced without following strict rules of evidence but in which cross-examination and rebuttal shall be allowed. The board shall make its award within sixty (60) days following the termination of hearings unless the parties consent to an extension. A decision by the majority of the members of the board shall become binding upon all parties to the proceeding.

E. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the umpire. The board shall allocate the remaining costs of the arbitration proceeding. In the event of subsequent actions to confirm the award, or to enforce the judgment entered thereon, or any other rights flowing therefrom, the prevailing party shall be entitled to recover its reasonable attorney fees.

21. MISCELLANEOUS.

A. This Agreement is the full agreement between the Agent and the MGA, and supersedes all previous agreement(s) between the Agent and the MGA, whether oral or written. Notwithstanding any other provision of this Agreement, the MGA has the right in its sole discretion to amend or modify any part of this Agreement with thirty (30) days' prior notice to the Agent. This Agreement shall not in any way be assigned, sold, conveyed, or transferred to another party without prior written consent of the MGA. It may not be modified verbally or by any subsequent practice or course of dealing by the parties, or in any manner other than by written amendment signed by the parties. This Agreement shall bind and benefit the permitted successors and assigns of the parties.

B. Attachments –All schedules, addendum of any kind, or attachments to this Agreement shall be made a part of this Agreement and shall be subject to all terms and conditions of this Agreement.

C. The failure of the MGA or the Agent to insist on strict compliance with this Agreement, or to exercise any right or remedy, shall not constitute a waiver of any rights contained herein or stop the parties from thereafter demanding full and complete compliance therewith, nor prevent the parties from exercising any right or remedy in the future. The arbitrators shall not have the authority to award attorney fees or punitive damages.

D. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered personally, or by a recognized courier service, or by U.S. mail, to the party for whom it is intended at the address listed in this Agreement, or such other address as the party may designate from time to time.

E. The headings of the sections of this Agreement are descriptive and for convenience only, are not a part of this Agreement, and shall have no effect on the interpretation of this Agreement.

22. GOVERNING LAW. This Agreement is issued under, is subject to, and shall be interpreted in accordance with, the laws of the State of Florida.

23. SERVABILITY. If any provisions are contrary to any applicable and controlling federal, state or local laws or regulations it shall be severed from the Agreement and shall not affect the validity of the Agreement.

24. NOTICES. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein, shall be given in writing by U.S. mail, by hand delivery, by express overnight courier or by facsimile transmission. All notices sent by U.S. mail shall be deemed delivered on the second regular business day after the postmark. All notices sent by express overnight courier shall be deemed delivered on the day after pickup by the courier. All notices sent by hand delivery or facsimile transmission shall be deemed delivered on the day of hand delivery or facsimile transmission unless delivered or transmitted after 5 p.m., whereupon, delivery shall be deemed effective on the next regular business day. All notices shall be addressed as follows:

As to Agent: _____

Address

City, State & Zip Code

Fax: _____

THE AGENT SHALL NOTIFY THE MGA AT LEAST THIRTY (30) DAYS IN ADVANCE OF ANY CHANGE
IN THE ABOVE ADDRESS.

As to MGA:

Attn.: MARKETING
FLORIDA SPECIALTY MANAGING GENERAL AGENTS, LLC
5971 Cattleridge Blvd #101
SARASOTA, FLORIDA 34232

Marketing Email: FSICMarketing@floridaspecialtyinsurance.com

Each of the Parties agrees to the terms of this Agreement and intends to be legally bound as of the date first written above.

FOR THE MGA:
Florida Specialty Insurance MGA

FOR THE AGENCY:
Owner/Principal

Signature: _____

Signature: _____

Print Name: R. James O'Boyle

Print Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

**FLORIDA SPECIALTY MANAGING GENERAL AGENCY, LLC
SCHEDULE I**

Attached to and part of Agency Agreement between Florida Specialty Insurance MGA and

AGENCY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

EFFECTIVE: _____

It is hereby understood and agreed that the MGA shall pay to the Agent commissions at the rate specified below for the State of Florida, subject to the non-commissionable fees, assessments, or surcharges levied by any local, state or federal agency, state plan or association, the Department of Insurance, the MGA or the Insurance Companies, or as outlined by the MGA.

1. Business Written: Mobile Homeowners Coverage and Homeowners Coverage as defined in FLORIDA SPECIALTY INSURANCE MGA filings in the State of Florida.
2. Policy Term: Twelve (12) months.
3. Rates and Forms: All premium rates and policy forms used by AGENT must be in accordance with FLORIDA SPECIALTY INSURANCE MGA filings in the State of Florida.
4. Underwriting Guide: All rules and procedures must be adhered to at all times.
5. Commission Rates:

MOBILE HOME

- | | |
|---|--|
| A. Adult Park Program: | 10.0% on annual premium produced by AGENT. |
| B. No Wind Adult Park Program: | 22.5% on annual premium produced by AGENT. |
| C. Private Property Program: | 10.0% on annual premium produced by AGENT. |
| D. No Wind Private Property Program: | 22.5% on annual premium produced by AGENT. |

HOMEOWNERS (HO3, HO6, HO8)

- | | |
|----------------------------|---|
| A. New Business | 12.0% on annual premium produced by AGENT. |
| B. Renewal Business | 10.25% on annual premium produced by AGENT. |

Approved and agreed to:

MGA: Florida Specialty Insurance Company

Owner/Principal:

Signature: _____

Signature: _____

Print Name: R. James O'Boyle

Print Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

FEDERAL TAX ID # _____

AGENT LICENSE # _____

ERROR & OMISSION POLICY # _____

EFFECTIVE DATE: _____

CARRIER: _____

LIMIT OF COVERAGE: _____

AGENT MUST ATTACH A CURRENT COPY OF AGENT'S LICENSE AND ERRORS AND OMISSIONS POLICY. UPON EXPIRATION OF EITHER OF THESE DOCUMENTS, AGENT MUST SUBMIT A COPY OF THE RENEWALS.

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) ▶ _____	<input type="checkbox"/> Exempt payee
	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 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.



Direct Deposit Authorization Form

Agency Name	
Agency Address	
Agency ID Number	
Federal ID Number	

I hereby authorize Florida Specialty Insurance Company to initiate credit entries* (direct deposits) to my agency checking account indicated below.

This authorization is to remain in full force and effect until Florida Specialty Insurance Company has received written notification from me of its termination in such manner as to afford the company and named bank a reasonable opportunity to act on it.

It is the agent's responsibility to verify that funds transferred to his/her account are available for disbursement. Florida Specialty Insurance Company is not responsible for any bank fees incurred because of an agent's failure to verify deposited funds.

Banking Information

Financial Institution	
ABA Transit/Routing Number	
Account Number	
Account Name	
Authorized Account Signature	
Date of Signature	

*Note: If any of the above bank information should change, it is the responsibility of the agent to update Florida Specialty Insurance Company immediately upon changes.

*Please be advised some financial institutions use a different ABA/wire transfer number. Please ensure you are providing the ABA Transit/Routing number.

Return completed forms to: Marketing Department, Florida Specialty Insurance Company by email (fsicmarketing@floridaspecialtyinsurance.com).