



COLLECTOR CAR INSURANCE

## Agency Profile

- Confidentiality Assured -

Agency Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Annual P&C Premium volume for agency \_\_\_\_\_

Approximate volume of collector car insurance written \_\_\_\_\_

Marketing Territory \_\_\_\_\_

E&O Insurance Carrier \_\_\_\_\_

E&O Insurance Renewal Date \_\_\_\_\_

E&O Insurance Coverage Limit \_\_\_\_\_

E&O Insurance Deductable \_\_\_\_\_

FEIN# \_\_\_\_\_

**Important**

Please enclose a photocopy of an agent license for each state in which you conduct collector car insurance business.

Please send this information by mail or fax to:

**Heacock Classic**  
**1105 US Highway 27 N**  
**Sebring, FL 33870**  
**Attn: Sharon Moore**

**Phone: (800) 678-5173 x450 Fax: (863) 687-7118**

**Email: [smoore@heacockclassic.com](mailto:smoore@heacockclassic.com)**



COLLECTOR CAR INSURANCE

## Producer Agreement

This agreement by and between the undersigned insurance agent/broker (hereinafter the "PRODUCER"), and HEACOCK INSURANCE GROUP, INC., a Florida Corporation d/b/a Heacock Classic (hereinafter "HEACOCK CLASSIC").

### Witnesseth:

WHEREAS, HEACOCK CLASSIC has entered into agreements with certain insurers (hereinafter "Underwriters") to offer certain insurance coverage and WHEREAS, PRODUCER is an insurance agent/broker duly licensed and authorized by all requisite governmental and quasi-governmental agencies and authorities to engage in the solicitation, sale and servicing of insurance contracts in all locales and jurisdictions within which it operates; and WHEREAS, HEACOCK CLASSIC, pursuant to its authority from the Underwriters under such agreements, desires to appoint or utilize licensed brokers/agents. NOW, THEREFORE, in consideration of HEACOCK CLASSIC placing risk from time to time hereinafter for PRODUCER with the Underwriter, or other insurers, and for the mutual covenants contained herein by each party to be performed, it is agreed between HEACOCK CLASSIC and PRODUCER that:

### I. Relationship

HEACOCK CLASSIC and PRODUCER agree that PRODUCER is an independent contractor and nothing in this Agreement shall be construed to create a relationship of employee and employer or principal and agent between HEACOCK CLASSIC and PRODUCER, or between HEACOCK CLASSIC and any agents of PRODUCER. Any forms, training materials, sales aids or similar services which may be furnished at the discretion of HEACOCK CLASSIC from time to time, are provided to PRODUCER for the purposes of assisting PRODUCER, and not for the controlling PRODUCER'S business operations.

### II. Solicitation of Insurance Contract Applications

- A. The PRODUCER shall use its best efforts and the efforts of its organization to solicit, receive and transmit to HEACOCK CLASSIC applications for insurance contracts. Notwithstanding the aforesaid, PRODUCER shall have **no authority** to execute insurance contract binders or to any manner bind HEACOCK CLASSIC and/or the Underwriters to any insurance contract.
- B. PRODUCER shall collect and receipt for premiums and pay premiums in accordance with premium schedules established from time to time by HEACOCK CLASSIC and/or the Underwriters, and in accordance with HEACOCK CLASSIC'S rules governing such collections.

### III. Termination

- A. This Agreement shall terminate automatically without notice, if PRODUCER'S license or authorization to engage in the insurance business is terminated or suspended by any public authority.
- B. This Agreement may be terminated at any time by HEACOCK CLASSIC or PRODUCER, either with or without cause, after 60 days written notice by certified mail or the required statutory notice, whichever is longer. In the event of termination, PRODUCER shall within fifteen (15) days refund commissions on canceled policies and on reductions of premiums at same rate at which such commissions were originally paid. It is further agreed that HEACOCK CLASSIC will promptly pay the PRODUCER any funds due to PRODUCER in like manner.

### IV. Ownership of Documents and Expirations

During the term of this Agreement, PRODUCER shall hold and preserve as the property of HEACOCK CLASSIC and/or the Underwriters, and subject to inspection thereof upon demand, all books, files, documents, correspondence, and records of all types and nature which at any time shall come into PRODUCER'S possession or under PRODUCER'S control relating to insurance contracts or transactions by or for HEACOCK CLASSIC and/or the Underwriters. Upon termination of this Agreement and the PRODUCER having properly accounted for and paid HEACOCK CLASSIC all premiums and other monies collected by it and held for or on behalf of HEACOCK CLASSIC, the PRODUCER'S records, use and control of expirations on insurance contracts placed through HEACOCK CLASSIC shall remain the property of the PRODUCER and be left in the PRODUCER'S possession. Otherwise, the records, use and control of all expirations of insurance contracts placed with HEACOCK CLASSIC shall remain vested in HEACOCK CLASSIC unless the PRODUCER shall furnish adequate security acceptable to HEACOCK CLASSIC in an amount sufficient to cover the PRODUCER'S total obligations to HEACOCK CLASSIC. Minor differences as to disputed balances shall not be considered as a failure to pay, provided payment is made of the undisputed amount due.

### V. Errors and Omissions, Indemnity

PRODUCER shall conduct its business, and service all insurance contracts written through it or serviced by it in a diligent manner, and in accordance with prudent and reasonable insurance industry standards and practices, and in full compliance with all requirements of HEACOCK CLASSIC and/or the UNDERWRITERS. PRODUCER shall indemnify, defend and hold harmless HEACOCK CLASSIC and the UNDERWRITERS from and against any and all claims, demands, suits, actions or liabilities, based upon any negligent act or omission of PRODUCER, or any agents of PRODUCER. HEACOCK CLASSIC shall not be responsible for any errors or omissions of PRODUCER. PRODUCER shall maintain during the term of this agreement, errors and omissions coverage in an amount not less than \$1,000,000 issued by insurance companies approved by HEACOCK CLASSIC. Within three (3) business days of the effective date of this agreement, PRODUCER shall provide HEACOCK CLASSIC with copies of policies evidencing such coverage, and shall provide HEACOCK CLASSIC with renewal certificates for such coverage within fifteen (15) days prior to the expiration of the term of such coverage.

### VI. Producer's Expenses

PRODUCER shall bear all costs of sales, solicitations and servicing of insurance contracts, including without limitation, all office expenses, personnel, agent or employee compensation and expenses.

### VII. Commissions

- A. HEACOCK CLASSIC shall pay to PRODUCER, upon the terms and conditions set forth in this agreement, commissions based on written premium at a rate of 12.00% new business and 12.00% renewal business. Commissions will be paid to PRODUCER within 15 days following the last day of the month in which such commissions have been received and accounted for by HEACOCK CLASSIC.
- B. Commissions will be payable only on insurance maintained in force by payment of cash premiums. No premiums shall be considered until it has actually been collected and recorded by the Underwriter. HEACOCK CLASSIC will not be responsible for the payment of expenses of PRODUCER. HEACOCK CLASSIC'S sole monetary obligation to PRODUCER shall be the payment of commissions upon the terms specified herein. Commission rates may be amended by HEACOCK CLASSIC or the Underwriters giving 90 days prior written notice of the revisions and the effective date of such revisions.
- C. PRODUCER agrees to repay to HEACOCK CLASSIC upon demand, any commission received upon policies which for any reason HEACOCK CLASSIC and/or the Underwriters, determine to refund premiums. Such refund of commissions or returned premiums, whether by reason of cancellations or otherwise, shall be at the same rate which such commissions were previously allowed PRODUCER upon such premiums.

Heacock Classic | 1105 US Highway 27 N | Sebring, FL 33870 | (800) 678-5173



COLLECTOR CAR INSURANCE

# Producer Agreement

## VIII. General Provisions

### A. Attorneys

Fees in the event of any litigation, action or proceeding regarding this agreement, or the interpretation or enforcement hereof, the prevailing party in such action shall be entitled to the payment of all its legal costs, expenses and fees, including without limitation reasonable attorney's fees, by the non-prevailing party, and including all such costs, expenses and fees upon appeal or in connection with any post-judgment proceedings. The provisions of this Section shall survive the termination of this agreement.

### B. Venue

This agreement shall be construed in accordance with the laws of the State of Florida without regard to conflicts of laws. The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or shall occur in Polk County, Florida, and that therefore, the venue for any litigation, action or proceeding regarding this agreement shall be in Polk County, Florida.

### C. Assignment

Neither this Agreement nor any duties, obligations, commissions, premiums or other benefits of the PRODUCER under this Agreement shall be assignable by PRODUCER without the prior written consent of HEACOCK CLASSIC, which consent may be withheld in the sole and absolute discretion of HEACOCK CLASSIC. Notwithstanding any assignment to which HEACOCK CLASSIC consents, such assignment shall not relieve the assignor of any duty or obligation under this Agreement.

### D. Third Parties

Unless expressly stated herein to the contrary, nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall any provision give any third person any right of subrogation or action over or against any party to the Agreement.

### E. Severability

If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be unenforceable or invalidated thereby, and shall be given in full force and effect.

### F. Specific Performance

Each of the parties acknowledge that the parties shall be irreparably damaged (and damages at law would be an inadequate remedy) if this Agreement is not specifically enforced. Therefore, in the event of a breach or threatened breach by any party of any provision of the Agreement, the other party shall be entitled, in addition to all other rights and remedies, to injunctions restraining such breach and/or to a decree for specific performance of the provisions of this Agreement. In any such action, the party seeking such remedy shall not be required to post any bond or indemnity, any such preconditions or requirements whether by statute by common law, being hereby waived.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### Agency Information:

Agency Name: \_\_\_\_\_ Agency Contact Person: \_\_\_\_\_

Agency Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

x \_\_\_\_\_  
Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

Signed by: (Print Name/Title) \_\_\_\_\_

HEACOCK INSURANCE GROUP, INC., a Florida Corporation  
P.O. Box 24807 Lakeland, FL 33802

x \_\_\_\_\_  
Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

Signed by: (Print Name/Title) \_\_\_\_\_

# Agent Fact Finder Sheet

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## Important

Some or all of this information is required by states for licensure and appointment.

Be sure all items are fully complete.

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### Personal Information

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Agent's Name

\_\_\_\_\_

Last

First

Middle

Sr/Jr

Maiden

Male

Female

Residence  
Address

\_\_\_\_\_

Street

\_\_\_\_\_

City

County

ST

Zip

Residence Phone Number \_\_\_\_\_

Business Phone Number \_\_\_\_\_

Business Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_ (Required)

Social Security Number \_\_\_\_\_ (Required)

DOB \_\_\_\_\_ (Preferred)

NPN \_\_\_\_\_

Will this Agent's name appear on the Dec Page?  Yes  No

Will this Agent receive commission directly from AMIG?  Yes  No

Will this Agent have others working for them?  Yes  No



## DISCLOSURE REGARDING CONSUMER REPORTS

Pursuant to the Fair Credit Reporting Act ("FCRA") (15 USC 1681b, 1681d), the following disclosure is required.

1. One or more of the affiliated companies of American Modern Insurance Group, Inc. (hereinafter "Company") may obtain a consumer report regarding you for the purpose of determining whether to enter into an agency relationship and/or to appoint you as our agent.
2. If you are appointed as an agent, the Company may obtain consumer reports concerning you from time to time, and may use the consumer reports in deciding whether to continue, revoke, or terminate your appointment as an agent, or to otherwise change the terms of the agency relationship with you.
3. The types of consumer reports the Company may obtain with respect to you include criminal background checks and credit reports.
4. Please fill in the information below and sign to indicate that you agree that we may obtain a consumer report regarding you. Note that prior to taking any adverse action, a copy of your consumer report and a summary of rights will be sent to the address listed below (or, if no address is listed below, the address that we have on file).

**Minnesota and Oklahoma residents only:** If you would like a copy of the consumer report prepared on you, please check this box:

**California residents only:** You may view the file on you by contacting Choicepoint (800-456-6004) or Employment Screening Associates (800-706-8848) during business hours. You may obtain a copy of this file at their office with proper ID and paying the costs to copy. You may be accompanied by one other person, provided that person has proper ID. You may make a written request to have your file sent to a specified address. Lastly, a summary of information will be provided by telephone, if you make a written request with the proper IO for disclosure.

### Applicant's Statement Regarding Consumer Reports

I have received and read the Disclosure Regarding Consumer Reports above, advising me that the Company may obtain consumer reports about me. I understand that the Company is not permitted to obtain such consumer reports unless I authorize it to do so.

By signing below, I authorize the Company to obtain consumer reports about me. I authorize and direct each and every consumer reporting agency to provide consumer reports about me to the Company at its request

Dated \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Printed Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Agency Code \_\_\_\_\_

Producer/Sub Number \_\_\_\_\_

## 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: <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"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	Heacock Insurance dba Heacock Classic Collector Car Ins. 100 E. Main St., Lakeland, FL 33801
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.

Social security number									

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

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.

<b>Sign Here</b>	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.