



PROGRAM UNDERWRITERS

Offices: Camp Hill, PA | Charlotte, NC

An AmWINS Group Company

Dear Broker:

Thank you for your interest in working with AmWINS Program Underwriters. In order to initiate the appointment process, you simply need to complete, sign, and fax back the following information. Please note that the pdf forms can be completed online and printed. These are fillable forms.

- Broker Agreement (copy to be completed is attached)
- Completed W-9 Tax Form (copy to be completed is attached)
- Errors and Omissions Coverage Declarations Page or current Certificate of Insurance
- Include a Copy of Resident Agency License
- Include a Copy of Resident Agent's License

For your convenience, we have included a pre-filled fax coversheet. Please attach the required information and fax back to me using the attached coversheet.

Should you have any questions, please don't hesitate to call me at (717) 214-7588 or you can reach me by email at pat.young@amwins.com.

Sincerely,

Pat Young

Pat Young



PROGRAM UNDERWRITERS

An AmWINS Group Company

355 North 21st Street T 717.214.7588
Suite 300 F 717.214.2801
Camp Hill, PA 17011 *amwins.com*

TO	Pat Young	FROM
COMPANY	AmWINS Program Underwriters	DATE
FAX	717.214.2801	# OF PAGES INCLUDING COVER
RE	Brokerage Agreement	

Enclosed is our completed Broker's Agreement application. I have included the following information:

- Signed and completed Broker Agreement
- Completed W-9 Tax Form
- Errors and Omissions Coverage Declarations Page or current Certificate of Insurance
- Copy of Resident (home state) Agency License
- Copy of Resident (home state) Agent's License
- Copy of Non-Resident licenses of the states where our agency / agents write business
- Copy of Surplus Lines licenses of the states where our agency / agents write business

The current e-mail address of the owner/principal of our agency is:

Name: _____

Title: _____

Phone: _____

Fax: _____

Email: _____



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BROKER AGREEMENT

This is an **AGREEMENT** dated _____ between _____ located at _____ (“Broker”) and **AMWINS PROGRAM UNDERWRITERS** (“AmPro”) located at 355 North 21st Street, Suite 300, Camp Hill, PA 17011.

Broker and AmPro want to have a working relationship involving Broker placing insurance business with certain insurance carriers in connection with programs administered by AmPro, in accordance with applicable laws and regulations.

In order to accomplish this, parties are freely entering into the following valid and legally binding terms and conditions embodying the Agreement and constituting such relationship.

1. Broker represents and warrants that it holds a Broker’s license issued by the state of Broker’s domicile and all other licenses required to do business hereunder and intends to place business through AmPro for acceptance by admitted carriers and/or non-admitted carriers in compliance with the laws and regulations pertaining thereto regarding the placement of business with admitted and/or non-admitted carriers.

Broker further warrants that any business which it submits to AmPro involving persons or property situated in a state other than that of its domicile will, if accepted be written and completed in accordance with the surplus lines laws, insurance laws and/or similar applicable laws of that state and Broker will indemnify AmPro for any tax liability and loss arising as a result of AmPro’s accepting any application submitted by Broker.

Broker shall be entitled to collect a commission on such business at a rate which shall be mutually agreed to between the parties at the time of placement of the business.

Broker shall not have authority to appoint other agents or subagents for purposes of this Agreement and shall not do so. Broker shall have no authority to make and shall not make any agency agreements on behalf of AmPro, nor shall Broker make any agreements rendering or purporting to make AmPro liable for the payment and/or repayment of expenses, commissions, or any other sums.

2. It is further agreed by and between the parties that payment of premiums shall be made by Broker to AmPro within 20 days of the later of the policy effective date or invoice date, unless otherwise agreed to in writing. Failure to pay premiums as scheduled may result in cancellation of the subject policy. All premiums collected from insureds, which are to be paid to AmPro, shall be held by Broker in a fiduciary capacity in accordance with applicable law and should not be commingled with Broker’s operating funds.



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Any payments to Broker under this Agreement shall be paid only to the extent permissible under applicable laws, rules and regulations. Broker shall have no right to such payment and AmPro shall have no duty to make such payments in excess of those legally permissible.

AmPro may, at its option, offset Broker's proportional share of any return premiums from any payments or amounts otherwise owing by AmPro to Broker under this Agreement.

Notwithstanding any provision in this Agreement to the contrary, no compensation shall be payable to Broker subsequent to the termination of this Agreement if Broker commits any act of fraud, malfeasance or non-feasance in the performance of its duties hereunder.

3. Broker hereby guarantees the payment of all premiums due AmPro on insurance bound or written hereunder, whether or not they are collected by Broker and whether or not they are financed.

4. Any credit extended to the insured or others shall be at the sole risk of the Broker and Broker guarantees that premiums shall be paid to AmPro by Broker when due.

5. Insurance issued to insureds under any program administered by AmPro shall not be subject to flat cancellation.

6. Broker agrees to report promptly to AmPro, or any designated claims administrator, any fact, occurrence or incident that may result in a loss or claim, together with full details thereof. Broker shall forward all documents and cooperate fully with AmPro, or any designated claims administrator, in the investigation and adjustment of any claim, if requested.

7. Broker agrees to keep complete and accurate records and accounts of all transactions and to permit AmPro to inspect all records, during normal business hours, pertaining to business transacted under this Agreement.

8. Broker agrees to maintain Errors and Omissions Coverage for itself and those for whom it is responsible, in an amount to be agreed to by the parties.

9. Broker shall not advertise in any way the name of AmPro nor shall Broker advertise in any way the name of any company or underwriter represented by AmPro without the prior written consent of AmPro.

10 (a). In addition to any indemnification provided elsewhere in this Agreement, Broker hereby agrees to indemnify and hold AmPro, its parent, affiliates and subsidiary corporations and its and their officers, directors, employees and agents, harmless from any and all claims, losses, costs, expenses, deficiencies, liabilities, obligations or damages (including related counsel



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fees) arising from or in any manner relating to (i) any inaccurate representation made by Broker in this Agreement, (ii) any breach of any of the warranties or any default in the performance of any of the covenants made by Broker under, or which Broker was to perform pursuant to, this Agreement, (iii) any errors and omissions of Broker or of any of its agents with respect to any customers of the Broker and (iv) any negligent acts or omissions, whether inadvertent or intentional, and any willful misconduct of Broker or of any of its agents in connection with this Agreement. In a like manner, Broker agrees to indemnify and hold AmPro harmless from any action brought by a regulatory body as a result of actions or omissions by Broker.

10 (b). In addition to any indemnification provided elsewhere in this Agreement, AmPro hereby agrees to indemnify and hold Broker (and, if applicable, its parent, affiliates, subsidiary corporations and their officers, directors, employees and agents) harmless from any and all claims losses, costs, expenses, deficiencies, liabilities, obligations or damages (including related counsel fees) arising from or in any manner relating to (i) any inaccurate representation made by AmPro in this Agreement (ii) any breach of any warranties or any default in the performance of any covenants made by AmPro under, or which AmPro was to perform pursuant to, this Agreement, and (iii) any negligent acts or omissions, whether inadvertent or intentional, and any willful misconduct of AmPro or any of its agents in connection with this Agreement.

Notwithstanding any provisions herein to the contrary, AmPro or Broker, as the case may be, at its option, may effect a recovery of damages under this Section 10 by offsetting such amounts against payments or amounts otherwise owing by AmPro to Broker, or by Broker to AmPro, respectively, hereunder. Election of this remedy shall not be construed as exclusive, and shall not bar AmPro or Broker, as the case may be, from seeking any and all other remedies available at law or equity.

11. It is understood that Broker is an independent contractor and this Agreement does not permit Broker to bind AmPro or any company or underwriter represented by AmPro. Broker hereby expressly acknowledges that it is neither the agent nor the employee of AmPro or any company or underwriters represented by AmPro.

12. In the event of termination of this Agreement, so long as the Broker has promptly accounted for and paid all premiums for which it may be liable, the Broker's records, and use and control of the expirations, shall remain the property of the Broker and be left in its undisputed possession; otherwise, use of the records and control of the expirations shall be vested promptly and exclusively in AmPro.

13. This Agreement shall become effective when accepted by AmPro and supersedes all previous agreements, whether oral or written. This Agreement may be terminated by either party at any time upon the giving of written notice thereof no less than [30] days prior to such termination, but such termination shall not alter in any way the continued application of this Agreement to policies in effect as of the date of such termination and Broker shall complete



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the collections of premiums and continue to provide claims support and service on all policies in effect at termination.

14. This Agreement constitutes the entire and exclusive understanding between the parties with respect to its subject matter and is to be construed in accordance with and governed by the law of the Commonwealth of Pennsylvania, without regard to conflict of laws issues.

15. This Agreement may not be assigned by Broker without the written consent of AmPro, which consent shall not be unreasonably withheld.

16. This Agreement shall be binding upon and adhere to the benefit of the parties hereto, their respective heirs, successors and assignees.

17. All notices by the parties under this Agreement shall be delivered personally, or by facsimile transmission followed by appropriate pre-paid certified or registered mail, addressed to the appropriate address set forth on the first page of this Agreement.

18. No failure of either party to insist on strict compliance with this Agreement, or to exercise any right under it, shall be a waiver of such right.

19. This Agreement may be amended by the parties, but then only in writing.

20. All exhibits and schedules hereto shall be deemed a part hereof.

21. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year set forth above.

BROKER: _____

Employer's Identification or SS# _____

Broker's License # _____

AMWINS PROGRAM UNDERWRITERS

By: _____

Title: _____

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	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 Line 1 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									

or

Employer identification number									

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

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. person (including a U.S. resident alien).

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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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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,