

Selected Market Insurance Group, LLC
2001 Wells Road, Orange Park, FL 32073 - 2206
Easy Contracting Application

PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS. DO NOT USE ABBREVIATIONS.

SECTION 1. GENERAL INFORMATION

Mr. Mrs. Ms. Miss Name _____

Social Security # _____ Date of Birth _____

Residence Address _____ Residence Phone (_____) _____

City _____ ST _____ Zip _____ Mobile Phone (_____) _____

Business Address _____ Business Phone (_____) _____

City _____ ST _____ Zip _____ Fax Number (_____) _____

Email Address* _____ Gender (Optional) M F
 Primary mailing address to receive Company Information including Compensation correspondence
 Business Address Residence Address

SECTION 2. AGENCY INFORMATION (To be completed only if contracting or paying an agency)

Agency Name _____

Corporation Partnership Tax I.D. # _____

List officers and their titles below:

Name _____ Soc. Sec. # _____

Name _____ Soc. Sec. # _____

SECTION 3. ASSIGNMENT OF COMMISSIONS (Select one option)

- Paid Direct: The commission check is made payable and sent to the agent.
 Agency Direct/Solicitor: The commission check is made payable and sent to the Agency listed in Section 2.

SECTION 4. LICENSES & ERRORS AND OMISSIONS INSURANCE Include current copies of your E&O Certificate and licenses for each state in which you are requesting an appointment.

Current Resident License State _____ E&O Carrier _____

Current Resident License # _____ E&O Certificate # _____

Please fill in your non-resident license numbers for all states you will solicit business in.

AK	AL	AR	AZ	CA	CO	CT	DC	DE
FL	GA	HI	IA	ID	IL	IN	KS	KY
LA	MA	MD	ME	MI	MN	MO	MS	MT
NC	ND	NE	NH	NJ	NM	NV	NY	OH
OK	OR	PA	RI	SC	SD	TN	TX	UT
VA	VT	WA	WI	WV	WY			

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Easy Contracting Application, Continued

SECTION 5. QUESTIONS Please mark the appropriate answer to each question. Details must be provided for all "Yes" answers on a separate sheet.

1. Have you ever been convicted of a felony? YES NO
2. Do you owe any unpaid balance to any Insurance Company, General Agent or Manager? YES NO
3. Have you ever been involved in an investigation with any State Insurance Department? YES NO
4. Has your license ever been suspended, cancelled or revoked by any State Insurance Department? YES NO
5. Have you ever had your appointment terminated by another insurance company for any reason other than lack of production? YES NO
6. Have you ever been charged arrested or convicted of a misdemeanor other than minor traffic violations? YES NO
7. Have you ever filed Bankruptcy, been sued or had a judgment entered against you? YES NO
8. Have you ever been refused a bond or had a bond cancelled for cause by any company? YES NO
9. What lines of insurance are you licensed: Life Accident / Health Other _____

SECTION 6. AUTHORITY - READ CAREFULLY BEFORE SIGNING

By signing below I am giving Selected Market Insurance Group, LLC ("SMIG") prior written express invitation and permission to transmit facsimile and email advertisements to me. * The agent has no authority to act on behalf of the Insurance Company, bind insurance coverage, waive or alter any provision of the insurance application or the Policy under which a certificate of insurance is issued. * No advertising material (on paper, over the radio or television or on the Internet) being the product's, SMIG or the Insurance company's name or describing any named product administered by SMIG can be produced without prior written approval from SMIG and the insurance company.

NOTIFICATION: As part of our normal procedure, an investigative report may need to be prepared. Some states require the appointing firm to do background checks on the agents they are appointing. The investigative report usually concerns information on an applicant's character, general reputation, personal characteristics, finances and mode of living. Investigations will be completed as states require. Appointments will be processed once the background investigation is complete. Your signature below acknowledges your understanding of this procedure. If you intentionally misrepresent any fact required on this application, it will be cause for refusal or revocation of the right to represent any or all of the above noted carriers. A copy of this authorization is as valid as the original.

Agent Name Printed _____ Title _____

Agent Signature _____ Date _____

Recruiting GA Name _____ SMIG Code# _____

Fax or mail all completed forms with copies of your current license(s) and E&O coverage to:

Fax 904-278-8191
SMIG, Agent Division
2001 Wells Road
Orange Park, FL 32073- 2206



Selected Market Insurance Group

Selected Market Insurance Group, LLC ("SMIG")

2001 Wells Road

Orange Park, FL 32073

Phone: 866.339.8461 Fax: 904.278.8191

Email: contracting@smigins.com WEB: www.smigins.com

PRODUCER DUTIES, RESPONSIBILITIES & COMPENSATION AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between Selected Market Insurance Group, LLC hereinafter referred to as "SMIG" at 214 E Edgewood, Friendswood, TX 77546 under contract and representing various insurance carriers hereinafter referred to as "Insurer" and

_____, hereinafter referred to as Producer ("PRODUCER"), (together the "Parties").

I. DUTIES and RESPONSIBILITIES

OF SMIG

1. SMIG will manage the PRODUCER distribution system to ensure continuity of and consistency in compensation levels as well as the integrity of Agent assignments throughout the system. In this duty SMIG will:
 - a. Continue to pay overrides to PRODUCER for all Business produced by assigned sub-agents so long as this Agreement is not terminated. Should PRODUCER and its sub-agent(s) agree to terminate their relationship, such termination will not reduce overrides paid on Business produced prior to such termination, unless this agreement is terminated for cause.
 - b. In the event a case is submitted by two PRODUCER's or assigned sub-agent, SMIG will consider the earliest submission as the sole submission unless a Broker of Record letter accompanies one of the submissions in which case the PRODUCER or sub-agent holding the Broker of Record letter will be recognized as the producer.
 - c. The Broker of Record letter controls the designation of the PRODUCER or sub-agent. In the event of a dispute, SMIG will permit the PRODUCER or sub-agent without the Broker of Record letter to obtain a countermanding letter from the client. If obtained within five (5) working days, the countermanding letter will control.

Notwithstanding anything to the contrary in this item 1, PRODUCER agrees that SMIG retains the sole right to settle any dispute between PRODUCER and sub-agent, its decision being absolutely binding on all parties.
2. SMIG will make available authorized pre- and post-sale marketing and administrative material. Some charges may be associated with such materials subject to written consent of PRODUCER.

OF PRODUCER

1. Other than Insurer authorized material, PRODUCER shall use no material of any sort promoting the Business until the same have been approved by SMIG. Any expenses to print approved PRODUCER produced material shall be borne by the PRODUCER or sub-agent unless SMIG, by prior written agreement, assumes such expenses.
2. Insurer may inspect and examine all books and records of GA which relates to the policies supporting the Business for the duration of this Agreement and for seven (7) years thereafter.
3. PRODUCER may not collect premiums from any sub-agent or Policyholder/Member without prior approval from the Insurer or SMIG. Any arrangement to the contrary must first be agreed to, in writing, by the Insurer. PRODUCER will not establish any bank or other accounts in the Insurer's, or SMIG's, name. Any such premium collected must be made payable to the Approved TPA and must be immediately remitted. PRODUCER may not deduct compensation from such premium.
4. In performing the services set forth in this Agreement, PRODUCER shall do so in accordance with high professional standards and customary insurance industry practices, this Agreement, all written instructions and standards of the Insurer, and in compliance with all applicable laws and regulations. PRODUCER further agrees to obtain and to maintain, for the duration of this Agreement, all licenses and/or other legal documents required to be maintained by it under applicable law, rule or regulation.
5. PRODUCER is required to maintain state minimum requirements E&O insurance.
6. PRODUCER understands brochures and proposals are valid for 30 days from the date of issuance. It is the PRODUCER's and it's sub-Agent's responsibility to contact SMIG and receive any updates prior to proposing or attempting to solicit new clients with said materials.
7. Licensed Agents: All agents representing any insurance plans through SMIG must be licensed to conduct P&C and/or Life and Health insurance business in the states of representation. Copies of Licenses to conduct business in those states should be included with this contract. If agent has existing E&O coverage, agent must furnish a copy of such or include application for same with this contract.



Selected Market Insurance Group

Selected Market Insurance Group, LLC (“SMIG”)

2001 Wells Road

Orange Park, FL 32073

Phone: 866.339.8461 Fax: 904.278.8191

Email: contracting@smigins.com WEB: www.smigins.com

8. Representation: All Basic Medical Insurance products included in the Association are only available through Agents duly licensed and appointed and meeting the requirements in the offering available thru SMIG. All products and prices are subject to change.
9. Appointments: In order for PRODUCER to offer and write the insurance programs offered thru SMIG, the insurance company must appoint PRODUCER to represent SMIG in PRODUCER’s state(s). Application for such appointment is additionally submitted with this contract or can be requested through SMIG Corporate Office.

II. REPRESENTATIONS AND WARRANTIES

1. PRODUCER warrants that it is an independent contractor in the performance of its Duties and Responsibilities and that it controls the number of hours worked and the scheduling of those hours; that it provides its own place of business; that it has a substantial investment in the assets and facilities used to meet the obligations under this Agreement; that it is not treated as an agent, servant, or employee of SMIG for any purpose what-so-ever; and that is solely responsible for all taxes due as an independent business.
2. No assignment, transfer or disposal of any interest that PRODUCER may have under this Agreement shall be valid at any time except (i) with the written consent of SMIG, and (ii) subject to offset rights reserved in item IV, “Compensation”.
3. SMIG retains the sole right to terminate or alter the policies, and shall have no liability to the PRODUCER. PRODUCER has no authority to change, alter, or amend any policy or any policy provision.
4. SMIG is prohibited from offering any other product or service to any clients, members, insureds or groups without prior written consent of PRODUCER unless otherwise specified in this agreement.
5. PRODUCER has absolutely no authority to bind the Insurer in any way. Under no circumstances will SMIG bind coverage or will coverage be bound until an Individual Policyholder/Member has been registered into the Online Enrollment System or in cases of groups, SMIG receives a completed Employer Enrollment Form, first month’s premium check, completed Employee Enrollment Forms, and this information has been entered by a representative of SMIG into the Online Enrollment System. Also, only those eligible groups and individuals meeting the underwriting requirements will be eligible to have coverage bound. It is the PRODUCER’s responsibility that the underwriting requirements are met, and that all documentation needed to bind coverage is delivered to SMIG or entered into the SMIG Online Enrollment System. When required to submit documentation, PRODUCER is required to send in originals, and not copies.
6. SMIG will notify PRODUCER within five (5) days of any data security breach.

III. TERMINATION OF AGREEMENT

This Agreement may be immediately terminated by SMIG upon the occurrence of any one or more of the following:

1. Death of PRODUCER, or liquidation of PRODUCER if PRODUCER is a partnership or corporation; or termination of any insurance licenses or other legal documents required under any applicable state law.
2. The commencement of bankruptcy or insolvency proceedings by or against PRODUCER.
3. Termination of the Insurer’s policies supporting the Business for any reason, or no reason, or revocation by
4. Policyholder/Member of the PRODUCER, or its assigned sub-Agent, as Broker of Record.
5. Failure of PRODUCER to pay any funds due promptly upon demand.
6. Violation of any other provision of this Agreement.
7. Failure of PRODUCER to maintain proper licenses or other legal documents required by law.
8. Termination of Carrier’s appointment for behavior inconsistent with industry custom and practice.
9. Upon reason of fraud or willful or negligent violation of any law or statute, or misappropriation of funds by PRODUCER, or
10. Upon revocation of PRODUCER’s license for cause as determined by the insurance department of any state or territory.
11. Fraud or misrepresentation is grounds for termination and forfeiture of compensations.
12. Failure of the Parties to reach mutual agreement on any revision to the Compensation Schedule.
13. Either party may terminate this agreement upon ninety days notice in writing to the other party.

IV. COMPENSATION

Compensation is paid for all programs offered under SMIG (includes ancillary benefit/package sales) and related Programs (“Business”) subject to all terms of this Agreement. SMIG will pay the Agent (monthly compensation) on collected premium written and in full force and effect, at the rates and for the period and on the terms set forth in the attached Agent's Compensation Schedules, subject to the conditions set forth herein.



Selected Market Insurance Group Group

Selected Market Insurance Group, LLC ("SMIG")

2001 Wells Road

Orange Park, FL 32073

Phone: 866.339.8461 Fax: 904.278.8191

Email: contracting@smigins.com WEB: www.smigins.com

1. SMIG agrees to pay compensation at the rate specified in the Compensation Addendum as long as PRODUCER is recognized as PRODUCER of Record by SMIG, and PRODUCER services the Business in a manner satisfactory to SMIG. This means PRODUCER shall, at a minimum:
 - a. Ensure that all Producing sub-Agents assigned to you ("Agents") are properly licensed and contracted and to provide all SMIG required paperwork necessary to achieve this result.
 - b. Exert industry accepted influence to assure that Agents exercise reasonable diligence, industry accepted practices, and SMIG guidelines, to maintain the policies/memberships in-force and current in the post sale period.
 - c. Provide post-sale services at a level sufficient to allow Agents to maintain policies/memberships.
 - d. Establish and administer procedures to assure that all appropriate forms, premium remittances, and other items resulting from a sale are properly and timely remitted to the SMIG Corporate Office: (See address above)
 - e. Establish and exercise reasonable marketing schedules to promote Business to Agents and clients.
 - f. Provide appropriate sales material to sub-agents.
 - g. Not attempt to induce employers or agents to move business away from SMIG.
 - h. Make timely remittance of compensation due to Agents when applicable. Such compensation shall be paid not later than
 - i. Fourteen (14) working days following receipt of PRODUCER compensation.
 - j. Provide appropriate training to sub-agents to assure the proper sale and service of Business.
2. If SMIG refunds any premiums, the PRODUCER shall pay to SMIG on demand the full compensation received on account thereof.
3. Any compensation now or hereafter due PRODUCER or his assigns under this Agreement may first be applied to liquidate any indebtedness or other liability of PRODUCER to SMIG
4. SMIG shall have a prior lien on any and all sums of money due or to become due to the Agent under this or any prior Agreement with SMIG for any indebtedness, obligation or liability of the Agent to SMIG; and SMIG may at any time offset against such sums of money the amount of any such indebtedness, obligation or liability. It is understood that any "advance" or "commission advance" made by SMIG to the Agent or agents from whom the Agent receives an override shall be a loan which shall create an indebtedness of the Agent to SMIG repayable upon demand. SMIG can require an immediate repayment of such indebtedness regardless of whether or not future compensation payable to the Agent appears to be adequate to offset such indebtedness. In the event SMIG is required to pursue collection procedures in order to collect any indebtedness, the Agent agrees to be liable for any and all Company expense so incurred.
5. SMIG is not responsible for any change in compensation due to statutory or regulatory changes in the industry or changes due to a system wide change in compensations by the SMIG, or changes due to a change in the reinsurance treaty due to a change in reinsurers.
6. If accumulated compensation owed to PRODUCER is an amount no greater than \$25, then compensation will be held by TPA until PRODUCER accumulates the minimum amount of \$25 in order for a check to be issued by TPA.

APPLICABLE LAW:

Choice of Forum / Choice of Governing Law: This Agreement shall only be interpreted and enforced in accordance with the laws of the State of Texas and the proper venue to resolve any and all disputes arising from the any of the terms, responsibilities, or liabilities under this Agreement and prior Agreements shall be in Galveston County, State of Texas.

PRODUCER

SELECTED MARKET INSURANCE GROUP, LLC

By: _____
PRODUCER Signature (required)

By: _____

Name: _____
PRODUCER Name (printed)

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Selected Market Insurance Group, LLC
2001 Wells Road, Orange Park, FL 32073 - 2206

AUTHORIZATION FOR DIRECT DEPOSIT

Important! Please read, complete and sign before returning to the home office.

I hereby authorize SMIG (hereinafter "Company") to deposit any amounts owed me by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form.

Further, I authorize Bank to accept and to credit any credit entries indicated by Company to my accounts. In the event that Company deposits funds erroneously into my account, I authorize Company to debit my account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until Company and Bank have received written notice from me of its termination in such time and in such manner as to afford Company and Bank reasonable opportunity to act on it.

Paid SSN/TIN No.	Paid TIN Name
Name on Bank Account	

Bank Information

Bank Name			
Bank Address			
City	State	Zip	Bank Phone No.
Transit / ABA No.		Checking Account No.	

Include with Contract or mail/fax completed from and **VOIDED CHECK** to:

Selected Market Insurance Group, LLC
2001 Wells Road
Orange Park, FL 32073
Fax Number (904) 278-8191

Agent Printed Name _____ Title _____

Agent Signature _____ Date _____

Fax or mail all completed forms with copies of your current license(s) and E&O coverage to:

Fax 904-278-8191
SMIG, Agent Division
2001 Wells Road
Orange Park, FL 32073- 2206

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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=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	
	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. 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.

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,

