



Application for Appointment Packet

Thank you for your interest in Empire Underwriters LLC.
In order for us to process your request, we need the following information.

- Broker Information Sheet – Completed & Signed
- Marketing Information Sheet – Completed
- Brokerage Agreement – Initial Each Page & Signed
- W9 – Completed & Signed
- Copy of Your E&O Certificate or DEC Page
- Copy of Your License (CA agents also a copy of your bond)

Email All 7 Requirements to: appointments@empireunderwriters.com

Or

Fax All 7 Requirements to (813) 448-9310

Empire Underwriters LLC
12300 Race Track Road • Tampa, FL 33626
Phone: (813) 448-9300 • Fax: (813) 448-9310



Broker Information

(All Fields Required)

Agency Name: _____

Telephone: _____

Mailing Address: _____

(Street Address)

(City)

(State)

(Zip)

Fax: _____

Email: _____

(Company Domains Only)

Physical Address: _____

(Street Address)

(City)

(State)

(Zip)

Web Site: _____

Contact: _____

(First Name)

(Last Name)

Policy Volume (in %)

Personal: _____

Owner: _____

(First Name)

(Last Name)

Commercial: _____

Corporation

Individual

Partnership

Federal Tax Id #: _____

License #: _____

(Current certificate required)

Bond #: _____

(Current certificate required)

E & O Policy #: _____

(Current certificate required)

(Name of Carrier)

(Name of Carrier)

(Expiration Date)

(Expiration Date)

(Expiration Date)

Primary Carrier: _____

Primary General Agent: _____

Signature: _____

Date: _____

Empire Underwriters LLC

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Marketing Information Sheet

Agency Name: _____

Contact Name: _____

E-mail Address: _____

(Company Domains Only)

Where did you hear about Empire Underwriters?

Commercial Carriers you represent directly or through a GAM/GA

Carrier name:	Volume
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____

Your producers and their email addresses:

Producer Name:

E-mail address:

(Company Domains Only)

Classes of Businesses you specialize in, or specialties within your agency?
(So that we can assist you with programs)

Empire Underwriters LLC
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BROKERAGE AGREEMENT

THIS AGREEMENT IS BY AND BETWEEN:

_____ Broker's Name

_____ Broker's Address

Hereinafter referred to as "Broker" and Empire Underwriters, LLC., its successors and/or assigns, hereinafter referred to as "Empire". Broker desires to secure insurance coverage on behalf of his/her client ("Insured") through the facilities provided by Empire and Empire agrees to make facilities available to broker for placement of such insurance on the following terms and conditions. Broker desires to secure insurance coverage on behalf of his/her client ("Insured") through the facilities provided by Empire and Empire agrees to make facilities available to broker for placement of such insurance on the following terms and conditions.

1) Any Insurer issuing a policy of insurance through the parties to this agreement is deemed to be a third party beneficiary of this agreement and may enforce any of its terms and provisions.

2) Broker shall act in the exclusive capacity of an "Insurance Broker" as defined by the laws of the state where the broker's license is issued. Broker represent and warrants that in receiving commission or fees from Empire, broker is not in violation any law or regulation of the state where the insurance policies issued through Empire are in force and affect. Broker recognizes that any violation of any law or regulation of the state where the insurance policies issued through Empire are in force and effect shall be sufficient cause for rescission of this agreement.

3) Broker agrees and acknowledges that broker has no authority to bind any coverage on new or renewal business and have no underwriting authority or authority to make any determinations concerning the validity of any claim or coverage for any claim, or to make any changes in the terms and conditions of any applications for or any policy of the insurance ordered through Empire. Any violation of this paragraph shall be considered a breach of the broker's fiduciary obligations to Empire and its insurance companies. Completed application is not a contract of insurance until coverage for the same is confirmed in writing by Empire, coverage will not be bound of the completed application until written confirmation is received from the Managing General Agent or carrier.

4) Broker agrees that Broker will provide each insured with an explanation of the terms and provisions of the policy of insurance including, but not limited to, coverage being afforded and also exclusions contained within the policy of insurance.

5) Broker agrees that no flat cancellations shall be allowed. Broker will pay to Empire any and all open accounts, accounts stated or other indebtedness arising out of or relating to policies of insurance under this agreement. Broker shall be fully responsible to Empire for all premiums on Insurance whether original; renewal, installment, audit or other, on business placed by broker through Empire, and Empire shall not be responsible for premiums advanced by broker. Broker shall be responsible for arranging for the return to the insured of unearned premium and unearned commissions that belong to the insured. Broker shall remit all payments to Empire within (10) ten days of broker's receipt of such payment, all payments received from insured shall be held in trust by broker until payments are transmitted to Empire. No payment accepted or received by broker shall be deemed paid to Empire until such payment shall be received in hand by Empire. Any violations of the terms of this paragraph shall be sufficient cause for rescission of this agreement.

6) Broker agrees to indemnify, defend and hold harmless Empire any of its employees and agents, along with any of its underwriting companies, claim adjusting companies or insurance companies from or against any and all claims arising out of our relating to any alleged act or alleged failure to act on the part of the broker which results in any claim, demand, action or cause of action against Empire or its underwriting companies, claim adjusting companies or insurance companies whether or not said claim, demand, action is cause of action be meritorious or due to the active or passive negligence of Empire. Broker agrees to promptly notify Empire of any claim, demand, action or cause of action in which Empire or any of its underwriting companies, claim adjusting companies or insurance companies are involved and defend and hold harmless Empire or any of its underwriting companies, claims adjusting companies or insurance companies from any and all loss, expense, demand, action or cause of action, settlement or judgment including expenses of investigators, expert witnesses, court costs attorney fees or the like arising from or relating to any alleged act or alleged failure to act on the part of the broker whether or not said claim, demand, action, or cause of the action be meritorious or due to the active or passive negligence of Empire. Broker agrees that in the event broker or any of broker's agents, sub-agents of affiliated companies or representatives are named in litigation arising out of or related to the performance of the broker's part of the terms and provisions of this agreement, neither Empire nor any of its Underwriting Companies, Adjusting Companies or Insurance Companies shall be obligated to defend, indemnify nor hold broker harmless from any and all such claim.

7) Broker in placing business under this agreement recognizes that broker is a representative of insured and is not acting as an agent or representative of Empire or its Insurance Companies or Claim Adjusting Companies, broker also represents and warrants that broker has full authority granted by the insured to submit insurance requests through the underwriting facilities of Empire and broker further warrants his/her authority to sign application for insurance, for and on behalf of the insured's.

8) Broker agrees and understands that commissions are negotiated and are paid for and accounted for on an individual policy basis. It is also agreed that commission and fees are separate items and will be so treated. Broker also agrees that no commissions are payable on administrative fees, service fees, policy fees, or inspection fees and warrants that broker will advise the potential insured of all fees and all premiums as separate items. Broker will inform policyholder that all fees are fully earned and will not be prorated should there be a cancellation of the policy. Broker further agrees to return any and all return premium and return commission to Empire within 10 days for broker's privileges will be suspended until received. Empire or the Insurance Company shall have no responsibility for any expenses incurred by the broker no matter howsoever arising.

9) In the event of any dispute arising between the parties relating to this agreement, it is agreed that the only venue for litigation shall be Florida. It is also agreed that the prevailing party in any such litigation shall be entitled to recover all reasonable legal and other expenses arising out of such action.

10) Broker agrees to keep in full force and effect an Errors and Omissions insurance policy and a General Liability insurance policy with limits no less than \$500,000 during the full term agreement and if requested will send a copy of the policies to Empire.

11) The provisions of this agreement are severable, and if any one or more provision may be determined to be judicially unenforceable, in whole or part, the remaining provisions shall be binding and enforceable.

12) This agreement supersedes and replaces any and all previous agreements and shall be effective as of the date hereafter written and shall remain in force and effect to and until cancellation which may be effected by either party giving to the other written notice of cancellation which shall be mailed to the party at the address first hereinabove written or such other address as may from time to time in writing be specified by a party to this agreement for the giving notice. Cancellation of this agreement will become effective after the date of mailing and any such cancellation shall comply with the laws of the state where the broker's license is issued.

13) Broker agrees to submit to an examination under oath if requested to do so by any insurer issuing a policy through the parties to this agreement.

14) The ownership and control of expirations of Insurance policies (not HRO, PEO, ASO, etc...) written pursuant to this agreement belong to the broker. If the broker has not properly accounted for and paid all premium due on such policies, the ownership and control of the broker's expirations shall be vested in the insurer who is issued such policies, should the insurer choose to exercise such ownership and control.

15) Confidentiality. The Parties recognize that each has certain confidential business information and trade secrets, including, but not limited to, prospective client names and other data names and data relating to Client Companies, patterns, compilations of data, pricing information, client information, client preferences, client contacts, marketing strategies, fees of Services, expanded services, business of the Parties, manner of operation, formula, business methods and techniques, sources of supply for employees and the like, and other business information and trade secrets ("Confidential Information"). It is recognized by the Parties that the Confidential Information provides a competitive advantage over competitors. The Parties further recognize that the protection of Confidential Information against unauthorized disclosure and use is of critical importance in maintaining a competitive position. Except as required to perform the obligations under this Agreement, the Parties agree that they will not (except as authorized in writing and required by a court of law), either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever information or matters relating to Confidential Information. The Parties understand and agree that the Confidential Information of each Party is a material, important, unique, and valuable asset of each Party.

16) User Names and Passwords: This Agreement is entered into by Empire Underwriters, LLC, Empire General Insurance Agency LLC (Empire) and the above listed Agency/Brokerage(User) for the usage of Empire licensed/Approved Online Indicators and Rating Systems. The user agrees to be bound by any and all executed transactions in using the licensed internet products. The rights of indicating, quoting and viewing are exclusive to the undersigned's specific business. The user further agrees to indemnify Empire its officers, directors, and employees against all loss, expense, and liability arising out of a breach in performance of this agreement. Any unauthorized use is the exclusive responsibility of the undersigned user. The user name and passwords shall be assigned by Empire. You may request a new user name and password at any time. We require that you obtain a new password upon any staff changes.

17) Force Majeure: No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, telephone, internet and/or email service. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

18) Voluntary Agreement and Freedom to Contract: Empire and BROKER mutually concur that they voluntarily enter into this Agreement. Further, The BROKER warrants and represents that it has the full unfettered right and power to enter into this Agreement and carry out his duties hereunder, and that the same will not constitute a breach of, or default under, any employment, confidentiality, non-compete or other agreement by which it may be bound.

19) Jurisdictions, Choice of Law and Venue. This Agreement shall be governed and construed in accordance with the laws as of the State of Florida. It is agreed that venue for any and all disputes will be in a State Superior Court or a Federal District Court located in Hillsborough County, Florida.

20) Modifications: This Agreement may not be modified verbally. All modifications to this Agreement shall be in writing and be signed by Empire and BROKER. This Agreement shall serve to supersede any and all prior employment agreements between the parties. This Agreement is made under the laws of the State of Florida, and shall be construed in accordance with Florida law.

21) Essence of Agreement and Binding Effect: In the event a portion of this Agreement is held to be invalid by a court of competent jurisdiction from which no appeal has been made, or if any act or facet of this Agreement is prohibited by an ordinance, a law or regulation, such portion may be held invalid, however, such invalid portion shall not affect the validity of the remainder of this Agreement, which shall continue to govern the relationship between Empire and BROKER as though the invalid portion had never been included in this Agreement from its inception.

22) Waiver: If either party of this Agreement shall fail to insist upon the strict adherence to any of the terms, conditions, or provisions of this Agreement it shall not be construed as a waiver or relinquishment of future compliance therewith, and the terms, conditions and provisions of this Agreement shall remain in full force and effect. No term or condition of this Agreement shall be waived and thus such waiver become effective for either party for any purpose unless such waiver is in writing and signed by the party to be charged. Waivers to this Agreement shall not be effective unless executed by an authorized Officer of Empire.

23) Communications: I hereby acknowledge and approve Empire, to utilize various communication methods to contact my company representatives and/employees for the purpose of providing indications, quotations, account maintenance, risk management or as an effort to inform my company of a service or product, or solicit a transaction. Empire may additionally contact me after a policy is cancelled. These communication methods include, but are not limited to; telephone, fax, email, text messaging and pre-recorded calls dialed from an electronic system.

24) Counterparts. This Agreement may be executed in identical counterparts to adapt to electronic media such as facsimile. Each identical counterpart shall be deemed to be an original, and all identical counterparts together shall be deemed to be one and the same Agreement when each party has signed one (1) such counterpart.

IN WITNESS WHEREOF, the Parties acknowledge that each has carefully read this Agreement, that it has been fully explained to them by counsel of their choice, that they fully understand its binding effect, that the only promises made to them in signing this Agreement are those stated above, and that they are voluntarily signing this Agreement. This Agreement is hereby entered into as of the date first set forth above.

Empire Underwriters, LLC
Empire General Insurance Agency, LLC

Name of Agency – Brokerage

Signature

Urania Vargas
Its: President
Empire Underwriters, LLC
dba Empire General Insurance Agency, LLC
a Florida Limited Liability Company

Print Name

Title

Date

Date