



**U. S. RISK INSURANCE GROUP**  
**Producer Appointment Profile**

10210 N. Central Expwy., Suite 500, Dallas, TX 75231

Toll Free: 800-232-5830 Fax: 214-265-4976

Producer Number: \_\_\_\_\_

(for U. S. Risk use only)

**PLEASE PRINT OR TYPE**

<b>1.</b>	<b>Legal Name of Producer/Agency/DBA:</b>						
<b>2.</b>	<b>Mailing Address:</b>						
	<b>City:</b>		<b>State:</b>		<b>Zip Code:</b>		
	<b>Physical Address:</b>						
	<b>City:</b>		<b>State:</b>		<b>Zip Code:</b>		
<b>3.</b>	<b>Telephone:</b>		<b>Fax:</b>		<b>Web Site:</b>		
<b>4.</b>	<b>Producer is: (check one)</b>		<input type="checkbox"/> Individual		<input type="checkbox"/> Partnership		<input type="checkbox"/> Corporation
<b>5.</b>	<b>Are you a retailer</b> <input type="checkbox"/> <b>or wholesaler?</b> <input type="checkbox"/>						
<b>6.</b>	<b>Additional Locations:</b>						
<b>7.</b>	<b>Name of Principal(s), Accounting and Producers – please include title and email address (attach 2<sup>nd</sup> sheet if necessary):</b>						
	<b>Contact Names (including Principal)</b>		<b>Title</b>		<b>Email Address (required information)</b>		
<b>8.</b>	<b>Federal ID # or Social Security #:</b>				<b>Year Established:</b>		
<b>9.</b>	<b>Agency/Broker License #:</b> <small>(attach copy of license)</small>				<b>Expiration Date:</b>		
<b>10.</b>	<b>Surplus Lines License #:</b> <small>(attach copy of license)</small>				<b>Expiration Date:</b>		
<b>11.</b>	<b>Professional “E &amp; O” Liability Coverage – MUST ATTACH COPY OF DECLARATION PAGE (if no coverage, state NONE)</b>						
	<b>Insurance Carrier</b>		<b>Policy #</b>		<b>Limits of Liability</b>		<b>Expiration (M/D/Y)</b>
<b>12.</b>	<b>Agency’s Total Written Premium:</b>		<input type="checkbox"/> Less than \$500,000	<input type="checkbox"/> \$2,500,000 to \$5,000,000	<input type="checkbox"/> \$10,000,000 to \$25,000,000		
			<input type="checkbox"/> \$500,001 to \$2,500,000	<input type="checkbox"/> \$5,000,000 to \$10,000,000	<input type="checkbox"/> Over \$25,000,000		
<b>13.</b>	<b>Agency’s Commercial Premium.</b>		<input type="checkbox"/> Less than \$500,000	<input type="checkbox"/> \$2,500,000 to \$5,000,000	<input type="checkbox"/> \$10,000,000 to \$25,000,000		
			<input type="checkbox"/> \$500,001 to \$2,500,000	<input type="checkbox"/> \$5,000,000 to \$10,000,000	<input type="checkbox"/> Over \$25,000,000		
<b>14.</b>	<b>Agency’s Surplus Lines Premium:</b>		<input type="checkbox"/> Less than \$500,000	<input type="checkbox"/> \$2,500,000 to \$5,000,000	<input type="checkbox"/> \$10,000,000 to \$25,000,000		
			<input type="checkbox"/> \$500,001 to \$2,500,000	<input type="checkbox"/> \$5,000,000 to \$10,000,000	<input type="checkbox"/> Over \$25,000,000		
<b>15.</b>	Please indicate premium for the following classes in which you have written business during the past twelve months or check the classes that you have an interest in developing:						
	<b>Class</b>	<b>Written Premium</b>	<b>Interest</b>	<b>Class</b>	<b>Written Premium</b>	<b>Interest</b>	
	Allied Medical	\$	% <input type="checkbox"/>	Misc. Professional Liability	\$	% <input type="checkbox"/>	
	Assisted Living	\$	% <input type="checkbox"/>	Nursing Homes	\$	% <input type="checkbox"/>	
	Audio/Visual Companies	\$	% <input type="checkbox"/>	Physicians	\$	% <input type="checkbox"/>	
	Commercial Auto	\$	% <input type="checkbox"/>	Pollution Liability	\$	% <input type="checkbox"/>	
	Commercial GL	\$	% <input type="checkbox"/>	Private Detention Facilities	\$	% <input type="checkbox"/>	
	Commercial Property	\$	% <input type="checkbox"/>	Prof. Employer Org. (PEOs)	\$	% <input type="checkbox"/>	
	Directors & Officers	\$	% <input type="checkbox"/>	Public Entities	\$	% <input type="checkbox"/>	
	Educational Institutions	\$	% <input type="checkbox"/>	Real Estate Agents	\$	% <input type="checkbox"/>	
	Energy/Oil & Gas	\$	% <input type="checkbox"/>	Social Services	\$	% <input type="checkbox"/>	
	Financial Institutions	\$	% <input type="checkbox"/>	Staffing Firms	\$	% <input type="checkbox"/>	
	Garage Liability	\$	% <input type="checkbox"/>	Tech/Media/Internet	\$	% <input type="checkbox"/>	
	Hospitals	\$	% <input type="checkbox"/>	Umbrella	\$	% <input type="checkbox"/>	
	Ins. Agents/Adjusters	\$	% <input type="checkbox"/>	Workers Compensation	\$	% <input type="checkbox"/>	
	Lawyers	\$	% <input type="checkbox"/>		\$	% <input type="checkbox"/>	
<b>16.</b>	<b>How did you hear about us?</b> <input type="checkbox"/> Advertisement <input type="checkbox"/> Broker/Underwriter _____ <input type="checkbox"/> Internet <input type="checkbox"/> Marketing						
	<small>(please give name of USR employee)</small>						

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Please complete the form, and fax along with the **Producer Agreement, W9** form, a copy of your **agency’s license** and a copy of your **E&O declaration page**. Fax number 214-265-4976. Thank you for your interest in U. S. Risk.

**PRODUCER AGREEMENT**

**BETWEEN**

**U. S. RISK INSURANCE GROUP, INC. and its Subsidiaries**

*Each hereinafter referred to as "U. S. Risk"*

**AND**

**("PRODUCER")**

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*Hereinafter referred to as "Producer"*

1. **AUTHORITY AND RESPONSIBILITY**

In submitting business to U. S. Risk, Producer is Agent for the applicant for insurance and is not acting as an agent, subagent or broker for U. S. Risk. This Agreement or the relationship between the parties and their officers and employees is not intended, and shall not be construed, to create a partnership, joint venture or employment relationship between U. S. Risk and Producer. Producer is for all purposes an independent contractor.

U. S. Risk shall have the sole right to accept or reject applications for insurance. Producer shall have no authority to bind any insurer for U. S. Risk, or act as agent for U. S. Risk, or commit to or issue binders, policies, or other written evidence of insurance or make, alter or vary any terms of coverage, or waive or modify terms of payment of any premium or deposit, or incur any liability for U. S. Risk.

U.S. Risk agrees to indemnify and hold Producer harmless against all claims, causes of action, judgements, fines, penalties and all costs and fees, asserted against Producer based upon alleged acts or omissions of Producer if same resulted solely and directly from strict adherence by Producer to this Agreement and were not the result of Producer's independent acts or omissions. Producer agrees to indemnify and hold U.S. Risk harmless against all claims, causes of action, judgements, fines, penalties and all costs and fees, resulting directly or indirectly from (1) U.S. Risk following Producer's instructions, (2) any breach of Producer's obligations under this Agreement or (3) any action brought by a regulatory body as a result of Producer's conduct.

2. **LICENSING AND INSURANCE**

Producer hereby warrants to U. S. Risk that Producer is properly licensed to transact business as an agent or broker in accordance with the provisions of insurance laws of any state in which Producer shall transact such business. Producer further warrants that it shall maintain Errors and Omissions Insurance while this agreement remains in effect in amounts acceptable to U. S. Risk. Producer will provide U. S. Risk evidence, in accordance with procedures established by U. S. Risk, of license(s) as an agent and/or broker for the state(s) in which Producer may transact business and of Errors and Omissions Insurance. This evidence may include copies of current agent/broker licenses and of Errors and Omissions Insurance policies and certificates requiring thirty (30) days notice from the insurer of cancellation or non renewal.

3. **GUARANTEE OF PAYMENT**

In consideration of U. S. Risk handling such Producer's business as is accepted and for other good and valuable considerations, Producer guarantees the payment to U. S. Risk of all premiums including deposit and adjustable premiums (except as noted in Section 4) on policies of insurance placed by Producer through U. S. Risk and all divisions of U. S. Risk.

Such payment is due and shall be paid to U. S. Risk by Producer at U.S. Risk's Dallas, Texas office in accordance with payment terms established from time to time by U. S. Risk and is due and payable whether or not Producer has collected the premium. Producer shall be liable to U.S. Risk and shall pay return commissions at the same rate as originally credited to Producer for all return premium adjustments or cancellations made at the option of U. S. Risk, the insured or otherwise. Producer assumes the credit risk of advancing premiums to U. S. Risk before collecting premiums from an insured.

This guarantee shall be performed by Producer upon demand of U. S. Risk at any time with respect to any uncollected premium or unpaid return commission then outstanding. Producer acknowledges that U. S. Risk, without limitation of other remedies, reserves the right to cancel policies for non-payment of premium to U. S. Risk.

4. **UNCOLLECTIBLE ADJUSTABLE PREMIUMS**

Premiums which have been determined by audits, retrospective rating adjustments or interim reports are fully earned at the invoice date of such audits, adjustments, or reports as evidenced by U. S. Risk or insurance company invoice. Producer will be relieved of responsibility for such premiums, provided the insurer releases U. S. Risk of liability for such premiums, or Producer notifies U. S. Risk in writing within 30 days after said invoice date, stating that Producer has made diligent efforts and is unable to collect such premiums. Failure to give U. S. Risk such timely notice shall constitute Producer's acceptance of responsibility to pay such premiums. Timely notice shall be a letter sent by mail, telecopier, or telex, dated within 30 days after the appropriate invoice date and received at the office of U. S. Risk. If commission applies to these adjustments, none will be allowed to Producer on premiums collected directly by U. S. Risk under this provision. In addition, such notice shall not relieve Producer of responsibility to make any and all attempts at collection of such premiums within said 30 days after invoice date. This section four may be modified by U. S. Risk as to a specific coverage if the insurer does not permit U. S. Risk to return the item or if the insurer requires a shorter return period than 30 days.

5. **CLAIMS**

Producer shall notify U. S. Risk, or designated representative of the insurance company, promptly of any claims, suits or notices of loss (or circumstances which might reasonably be expected to result in a claim, suit or notice of loss) and shall cooperate fully with U. S. Risk to facilitate the investigation and adjustment of any claim when and as requested by U. S. Risk, including the inspection of all of Producers' files that pertain to business transacted under this Agreement.

6. **FIDUCIARY RESPONSIBILITY OF PRODUCER**

Any monies collected by Producer for the account of U. S. Risk shall be held by Producer in a fiduciary account in accordance with the laws or regulations of the state where Producer resides or, if there are no such laws, in accordance with the laws and regulations of Texas. Provided Producer is in compliance with all terms of this Agreement, Producer shall be entitled to any interest earned on said monies while so held by Producer.

7. **COMPLIANCE WITH STATUTES**

The Producer warrants that it will comply with all applicable laws and regulations governing the conduct of business subject to this Agreement in the jurisdiction(s) involved: it is properly licensed to transact business as an Agent or Broker in accordance with the provisions of insurance laws of any state in which business is transacted: and Producer will promptly notify U. S. Risk of any suspension, cancellation, or disciplinary action in respect of its license or licenses.

8. **ADVERTISING**

The Producer shall not cause any advertisement referring to or using the name of U. S. Risk or its insurance companies or issue or cause to have issued any letter, circular, pamphlet or other publication or statement so referring without the express prior written consent of U. S. Risk. In the event U. S. Risk shall be subjected to loss or expense arising out of any unauthorized advertisement, publication or statement of the Producer, the Producer shall be liable for and hereby indemnifies and saves U. S. Risk harmless from all resulting damages, fines, penalties and costs.

9. **GOVERNING LAWS**

This Agreement shall be deemed to have been made and deemed performed in Dallas, County Texas and shall be governed by the laws of the State of Texas. Producer agrees that the exclusive venue in any dispute arising under this Agreement shall be Dallas, County Texas.

10. **TERMINATION OF AGREEMENT**

This Agreement may be terminated at any time by either party giving written notice to the other by certified mail, return receipt requested. After the date of termination of this Agreement, the Producer shall complete the collection and accounting to U. S. Risk for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding insurances, including but not limited to return premium and return commissions. Producer shall, after termination, continue to provide prompt notice and cooperate fully with U. S. Risk and the insurer regarding claims as set forth in Section 4 and 5 of this Agreement. Producer shall, at the request of U. S. Risk, or any insurer whose policy is affected, give notice of cancellation or non renewal of a policy, subject to applicable laws or regulations.

11. **WAIVER OR DEFAULT**

Failure of U. S. Risk to enforce any of the provisions of this Agreement or to terminate it because of a breach hereof, shall not be deemed to be a waiver of such provisions or of any breach committed by the Producer. If the Producer fails to observe, keep or perform any provision of this Agreement and U. S. Risk incurs damages, obligations, judgment or costs and expenses (including reasonable attorneys' fees), the Producer shall pay promptly, indemnify, save, defend and hold harmless U. S. Risk from all said damages, obligations, judgments and all costs and expenses claimed against or incurred by U. S. Risk in enforcing provisions of this Agreement or by reason of any act or omission of Producer. If U.S. Risk fails to observe, keep, or perform any provision of this agreement and Producer incurs damages, obligations, judgement or costs and expenses (including reasonable attorney's fees), U.S. Risk shall pay promptly, indemnify, save defend and hold harmless Producer in enforcing provisions of the Agreement or by reason of any act of omission of U.S. Risk.

12. **MANAGING GENERAL AGENT**

All collection of premiums from Producer and reporting of net premiums to insurers in respect of the business of Producer shall be done by U. S. Risk, a managing general agent.

13. **OWNERSHIP OF BUSINESS AND EXPIRATION**

Producer shall own the rights to all insurance business produced by Producer under this Agreement and the use and control of all expirations with respect to insurance obtained through U. S. Risk, except that if Producer shall any time be in default in any of its obligations to U. S. Risk hereunder, U. S. Risk shall have the right, so long as such default shall continue, to the exclusive use and control of any or all such expirations and to apply any proceeds or use thereof against such obligations of Producer; provided, that minor accounting discrepancies shall not be deemed to constitute a default for purposes of this section.

14. **PLACEMENT OF SURPLUS LINES ORDERS**

Producer shall not place an order with U. S. Risk for any excess or surplus lines insurance unless Producer shall have first complied with any applicable state laws requiring Producer to attempt to procure such insurance from insurers authorized to do business in the State of residence of the proposed insured.

15. **COLLECTION OF AMOUNTS**

If a party hereto shall bring suit to enforce collection of any amount claimed due, in addition to the amount owed the prevailing party shall be entitled to receive reasonable attorney's, fees, costs of court and interest on the amount owed computed from the date the obligation became owing at the lesser of ten per cent (10%) per annum or the maximum lawful rate of interest per annum that may be incurred by contract in the state where the action is brought.

16. **POWER AND AUTHORITY TO EXECUTE**

Each individual who executes this Agreement in a representative capacity represents and warrants that he or she has full right and power to execute this Agreement and to bind the entity or individuals on whose behalf he or she so signs.

17. **ENTIRE AGREEMENT**

This Agreement, together with any addenda or schedules constitutes the entire agreement between U. S. Risk and the Producer and supersedes and replaces any previous agreements between U. S. Risk and the Producer. No oral promises or representations shall be binding, nor shall this Agreement be modified, except by agreement in writing and executed by U. S. Risk. This Agreement shall apply to current policies already in force at the date hereof and all future policies which may be placed by U. S. Risk for the Producer. Producer shall not assign and affirmatively represent to U.S. Risk that Producer has not assigned this agreement or any commissions payable hereunder. This Agreement may be executed in counterparts.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Producer\* (DBA)

By \_\_\_\_\_  
Producer's Signature

\_\_\_\_\_  
Agent/Broker License Number

\_\_\_\_\_  
Surplus Lines Broker Number (if applicable)

\_\_\_\_\_  
Social Security Number/or Federal I.D. Number

\_\_\_\_\_  
Address

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

(\_\_\_\_\_) \_\_\_\_\_  
Area Code Telephone Number

U. S. RISK INSURANCE GROUP, INC.

BY \_\_\_\_\_

- If the Producer is an individual, the individual must sign; if the Producer is a partnership, one of the partners must sign and indicate the title of such partner; if the Producer is a corporation, an authorized officer must sign and indicate the title of such authorized officer.

## 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,