



King Support Systems Producer Application



Become a King Support Systems Insurance
Services Producer in just a few easy steps!

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AGENCY ANALYSIS FORM

Relationships are important and we want to know as much about you as possible so we can better serve you and your client's needs. Please take a few moments to complete and return this form to our Marketing Department. We appreciate this opportunity to analyze how we can better serve you.



31381 Rancho Viejo Rd., Suite
101
San Juan Capistrano, CA 92675
Phone (800) 488-4096
Fax (949) 488-2259
www.kinginsuranceca.com
Lic#0B91471

Agency Name _____

D.B.A. _____

Physical Address _____

City _____ State _____ Zip _____

Mailing Address _____

City _____ State _____ Zip _____

Commission Address _____

City _____ State _____ Zip _____

Phone (_____) _____ Fax No. (_____) _____

E-mail address: _____

License number _____ (Attach a copy) Tax ID # or Social Security # _____

Agency is a: Corporation Partnership Proprietorship Agency opened in what year? _____

Names of Principal(s) _____ Duties _____ Years of Experience _____

Names of Principal(s) _____ Duties _____ Years of Experience _____

Names of Principal(s) _____ Duties _____ Years of Experience _____

Do you have a rating system? Yes No If yes, _____

How long have you been in business? _____ How many licensed agents in your office? _____

Do you currently use sub-agents or brokers? Yes No

Do you have E&O insurance? Yes No If Yes, attach a copy of the declaration page. Limits? _____

Do you have a book of business that could potentially be rolled into any of our programs? Yes No

If yes, please list carriers and volume: _____

Please list primary carriers currently represented

Company Name	Current Value(\$)	Mobile-homes(\$)	Homeowners(\$)	Commercial(\$)

Wholesale

Wholesalers Name	Primary Carrier	Primary Product

Agency Information

Name	
Owner	
Main Contact	
Phone Number	
Physical Address	
Number of Locations	
Number of Employees	
Current E/O Carrier	
Current E/O Limits	
Year Established	

Program Interests

Please check all programs that you are interested in selling for King, Please also make sure to indicate your current book size/appetite for each program

Mobile Home	Mobile Home Park	Homeowners	Builders Risk	Dwelling Fire DP3	Personal Umbrella	Vacant Program AZ
Current Book Premium	Current Book Premium	Current Book Premium	Current Book Premium	Current Book Premium	Current Book Premium	Current Book Premium
Top Carrier	Top Carrier	Top Carrier	Top Carrier	Top Carrier	Top Carrier	Top Carrier
Professional Liab	Insurance Agents E/O	Cyber Insurance	Directors & Officers	EPLI	Miscellaneous Professional Liab.	Umbrella
Current Book Premium	Current Book Premium	Current Book Premium	Current Book Premium	Current Book Premium	Current Book Premium	Current Book Premium
Top Carrier	Top Carrier	Top Carrier	Top Carrier	Top Carrier	Top Carrier	Top Carrier

Commitment

Can you Commit to a minimum of \$25k in yearly premium?	Yes	No
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KING SUPPORT SYSTEMS, INC - PRODUCER AGREEMENT

This **PRODUCER AGREEMENT** (the "Agreement") is made as of the date written on the signature page (the "Effective Date"), between **King Support Systems, Inc., Program Administrator ("PA") with its principal place of business located at 31381 Rancho Viejo Road, Ste#101 San Juan Capistrano, Ca 92675**, and the producer set forth on the signature page, with its principal place of business listed therein (hereinafter "Producer"). PA and Producer may be referred to individually as "Party" and collectively as the "Parties."

1. SUBMISSION OF BUSINESS

- (A) Subject to and in accordance with this Agreement, Producer may, within the State of California, obtain quotes for insurance from PA and submit applications and premiums for insurance products to PA in accordance with this Agreement.
- (B) Producer agrees and acknowledges that it is not authorized to and shall not affect or bind insurance coverage on PA's behalf in any manner. For coverage to be bound, Producer must request that PA do so in a form of transmission acceptable to PA. Coverage will be bound only if and when PA has agreed to accept such risk and provides written authorization through the issuance of a policy number or other written or electronic confirmation. No coverage or policy shall become effective until PA has agreed to accept and bind such risk.
- (C) Producer will not:
 - (i) Submit to PA any application for insurance:
 - (a) That does not meet PA's current underwriting guidelines;
 - (b) That Producer knows or has reason to know is false, inaccurate, or misleading;
 - (c) With a requested effective date and time prior to the date and time that a complete quote from Producer is registered electronically in PA's quoting systems and for which Producer meets any and all additional conditions specified by PA.
 - (ii) Make or issue with respect to any policy or renewal of a policy, without PA's prior consent, any financial responsibility filings, certificates of insurance, filings with any government agency, policies, endorsements, or renewal or cancellation notices.
 - (iii) Collect from any person who is or has applied to be insured with PA any fees or charges in connection with the performance of this Agreement that are in addition to those specified in the application for a Policy or declarations page for a Renewal, except in compliance with all applicable laws. Producer is solely responsible for any legally required disclosure of such fees and charges to applicants and insureds. Nothing in this Agreement shall be construed as authorizing the imposition or collection of any such fees or charges on PA's behalf.
 - (iv) Adjust or in any way process claims on behalf of PA. Any claim, or information pertaining to a claim, received by Producer shall be immediately reported by Producer to PA.
- (D) PA shall have the right to:
 - (i) Reject, rescind, or cancel incomplete applications, applications received without sufficient monetary consideration, fraudulent applications, or those containing material misrepresentations.
 - (ii) Suspend Producer's ability to submit business to PA upon written notice to Producer.
 - (iii) Change, by providing written notice or making the same available to Producer, information and documentation that PA provides or makes available to Producer in written or electronic format, including, without limitation, to insurance applications, guidelines, rates and rating software, processes and procedures, commission schedules, or premium payment plans.
 - (iv) Access and use "Expiration Information" as described in Section 5. Expiration Information means business records and information originating with Producer regarding any applicant or insured under a Policy or Renewal, including, without limitation, the date of expiration and policy limits of any Policy or Renewal.

2. PRODUCER'S OBLIGATIONS

Producer shall comply with all applicable laws relating to the performance of this Agreement and shall:

- (A) Submit to PA promptly all premiums and documentation PA requires in any manner that PA may specify, which may include, without limitation, electronic transmissions.
- (B) Maintain Errors and Omissions policy of insurance covering Producer and each of Producer's employees with minimum limits of liability of at least \$1 Million, with a deductible not to exceed Ten Thousand Dollars (\$10,000.00), from an insurance company maintaining a minimum rating with A.M. Best of no less than "A-". Evidence of this coverage shall be provided to PA on an annual basis.
- (C) Maintain valid required licenses and bonds in the State in which insurance applies to transact insurance as contemplated by this Agreement for the respective classes of business authorized in this Agreement. Any action taken by the Producer to bind coverage prior to such licensing or bonding shall be voidable at the election of PA. The Producer shall indemnify PA against any and all loss or liability resulting from the acts of Producer in violation of any state licensing provisions.
- (D) Submit all applications in accordance with PA's requirements and guidelines, as they may be changed by PA, pursuant to this Agreement.
- (E) Present to each applicant or insured:
 - (i) All notices that PA may determine are legally necessary or legally prudent;
 - (ii) All informational materials that PA supplies and asks Producer to provide; and
 - (iii) All notices required by California regulation or statute or any other law or regulation.
- (F) Notify PA in writing of any and all Policies and Renewals subject to premium financing arrangements and the name and address of the premium financing company promptly after Producer arranges for or learns of the same. Nothing in this Agreement shall be construed as allowing any premium financing arrangements if prohibited by the PA's guidelines.
- (G) Pay for all of Producer's operating expenses, including, without limitation, fees for broker bond, license fees, and taxes.
- (H) Comply with all applicable laws relating to the performance of this Agreement and brokers within the State of California, including, without limitation, privacy, licensing, and broker anti-steering laws.
- (I) Instruct each insured to immediately report directly to PA all claims or losses and any inquiry or report concerning any claims or losses that Producer may receive.
- (J) Retain, in an orderly fashion and for the period specified in the PA's guidelines, each of the following, to the extent applicable, with respect to Policies and Renewals: all original signed applications, driver exclusions; selections and rejections of optional coverage; documents required by PA in support of premium discounts; vehicle inspection reports; photos of vehicles; and powers of attorney. Producer may retain electronically scanned documents in lieu of hard copies, provided they are retrievable, legible, unalterable, and compatible with PA's systems. In lieu of retaining the same during the term of this Agreement, Producer may send to PA any such electronically scanned documents. Upon expiration or termination of this Agreement, PA agrees to send to PA all such documents or copies. Producer's failure to adequately retain the information required to be retained or not provided for as required by PA could lead to a denial of a claim and, in such event, Producer will be responsible for payment of said claim.
- (K) Provide to PA, during or after termination of this Agreement, any documents and information in Producer's possession or control that PA may request in connection with this Agreement, including, without limitation, copies of all or any part of any file concerning any person insured under or who has applied for a Policy or Renewal with respect to that Policy or Renewal or application for the same.
- (L) Permit PA to visit, inspect, examine, and audit all records in Producer's possession or control of any other person relating to the business covered by this Agreement. PA agrees to provide Producer with reasonable notice and to visit during normal working hours. In the event of a discrepancy between Producer's and PA's records regarding insurance placed with PA by Producer, the records of the PA shall control.

- (L) Cooperate with PA in any investigation of a claim or loss involving a Policy or Renewal.
- (M) Pay to PA any and all amounts due hereunder within the time specified in PA's guidelines, and if not specified, within twenty (20) days after receipt of PA's invoice.
- (N) Refund unearned commissions to PA at the same rate that such commissions were paid to Producer.

3. PA'S OBLIGATIONS

PA shall:

- (A) Issue and sign all policy contracts and related forms for accepted policies.
- (B) Arrange for the adjustment of all claims.
- (C) Notify Producer of any material change to any Policy or Renewal.
- (D) Pay producer commissions as provided in this Agreement.
- (E) Comply with all applicable laws relating to the performance of this Agreement, including, without limitation, privacy, producer licensing, and anti-steering laws.
- (F) Pay for all of PA's operating expenses, including, without limitation, all license fees and taxes.
- (G) Develop and provide, or make available to Producer, insurance applications, product guides, underwriting guidelines, rates and rating software, processes and procedures, commission schedules, and any premium payment plans.

4. COMMISSIONS & RIGHT TO SET OFF

- (A) PA will pay Producer commissions on Policies and Renewals based on the commission schedules attached hereto, provided that:
 - (i) Producer maintains all required licenses to transact business as an insurance broker for the respective classes of business authorized under this Agreement.
 - (ii) Producer has paid all amounts that are due and owing to PA.
 - (iii) Producer is the insurance broker of record at the inception of the Policy or Renewal.
 - (iv) PA has not terminated this Agreement pursuant to its terms.The payment of commissions by PA to Producer shall be by check, ACH, or other means as determined by PA. Producer shall comply with PA's financial and payment requirements necessary for the payment of commissions.
- (B) PA may change PA's commission schedules for any reason, with or without notice.
- (C) Notwithstanding anything in this Agreement to the contrary, PA may set off any amounts due and owing to Producer under this Agreement or any other agreement between Producer and PA, against any amounts due from Producer to PA under this Agreement or any other agreement between Producer and PA.
- (D) Should funds remitted for the payment of premium be returned as non-negotiable after the effective date of the policy or for any reason, the policy shall be considered rescinded and the minimum fully earned policy fee shall become the responsibility of the Producer. Any such fees shall be deducted from the Producer's commission.
- (E) No commission is payable on any policy account sent to collections until such time as any amounts due are collected.
- (F) In the event it is necessary for PA to cancel this Agreement for willful violation of any of its terms or conditions by the Producer, the Producer agrees to relinquish all rights or claim to subsequent commissions until any and all monies owed PA are paid in full.

5. EXPIRATIONS

- (A) Producer owns all rights in “Expirations,” subject to the provisions of this Section 5. (Expirations means business records and information originating with Producer regarding any applicant or insured under a Policy or Renewal, including, without limitation, the date of expiration and policy limits of any Policy or Renewal).
- (B) PA will not, without Producer’s prior written consent:
 - (i) Use any Expirations for the purpose of soliciting any Policy, Renewal, or other insurance product, except in accordance with Section 5.
 - (ii) Disclose Expirations to any third party, except for the purposes set forth in this Section 5.
- (C) PA may:
 - (i) Contact or use any third party to contact any person insured by PA, formerly insured by PA or who has applied to be insured by PA to: (a) provide customer service to any such person; (b) process a broker of record change requested by any insured or Renewal application; (c) request, receive, or verify any information related to any such person with respect to his or her Policy or Renewal application; (d) process or handle a claim under a Policy issued by PA; (d) notify any such person of and collect premiums due on any Policy or Renewal; (e) change the terms of any Policy or Renewal (provide information regarding insurance-related issues); or (g) refer to another independent insurance producer any such person who is insured by PA and who moves to a jurisdiction where Producer is not licensed or permitted to submit applications for PA insurance products.
 - (ii) Access, use, and disclose information regarding Policies and Renewals, including Expirations, only for the purposes set forth in this Section 5, to comply with any applicable Federal or State privacy laws, and for market research, product development, regulatory compliance, or determining compliance with this Agreement.
- (D) PA may, in its discretion, offer to renew Policies and Renewals written under this Agreement. When required by applicable law, PA will offer to renew such Policies and Renewals. If PA makes such offers to renew, then, subject to Sections 4 and 5, PA will continue to designate Producer as the broker of record and pay Producer commissions on each resulting Renewal in accordance with PA’s then-current commission schedules.

6. ADVERTISING & TRADEMARKS

- (A) Producer agrees not to display or use, or instruct or permit others to display or use, any of PA’s advertising, in whole or in part, or any of PA’s Trademarks, or any words, phrases, pictures or graphics that are derived from or confusingly similar to the same, in any way, including, without limitation, in signs, advertisements (e.g., print, electronic, radio, television, internet, pay-per-click advertising, etc.), promotional materials, business cards, directory listings, domain names, websites or search engines. Notwithstanding the foregoing, with PA’s prior written consent, Producer may display PA’s Trademarks together with other insurer names or logos solely for the purpose of announcing insurers with whom Producer can place business on behalf of Producer’s customers. Nothing herein shall be construed as prohibiting Producer from distributing materials that PA may provide concerning PA or PA’s products or services.
 - (i) Producer agrees that use of PA’s Trademarks in any online advertising to include, but not limited to, pay-per-click advertisements, key word advertising, and meta tags via services such as, but not limited to, Google or other search engines, is a clear violation of this Agreement if the Producer does not receive prior written approval from PA.
 - (ii) **If Producer violates the provisions of Section 6 and such violation is not remedied to PA’s satisfaction within fifteen (15) calendar days after PA’s written notice thereof, then in addition to any other remedies available to PA at law or in equity, Producer agrees that PA shall have the right to do (a) terminate this Agreement immediately upon written notice to Producer’s last known address; and/or (b) obtain immediate injunctive relief against any such display or use.**

7. TERM AND TERMINATION

- (A) This Agreement will become effective upon the Effective Date and will continue until terminated, as provided in this Agreement.
- (B) Unless otherwise required by law, PA may terminate this Agreement at any time immediately upon the expiration of at least thirty (30) days' advance written notice to Producer's last known address. Any such notice shall take effect on the later of thirty (30) days after the date of mailing of such notice or the date for termination specified in the notice.
- (C) Unless otherwise required by law, PA may terminate this Agreement without the advance notice required by this Section 6(B) if:
 - (i) Producer fails to remit or make available funds due and owing to PA when and as required by this Agreement and such funds are not remitted or made available to PA within ten (10) days after the date of PA's written notice to remit such funds.
 - (ii) Producer abandons Producer's business. Producer will be deemed to have abandoned its business if Producer ceases to maintain a published telephone number or office location open to the public, or Producer changes its telephone number or office location without providing prior written notice of the change to PA and to Producer's customers who are insured by PA.
 - (iii) Producer's license is suspended or revoked.
 - (iv) Producer engages in any fraudulent act or makes any fraudulent or willful misrepresentations against PA or any applicant for or insured under a Policy or Renewal.
 - (v) Producer files for bankruptcy or becomes insolvent.
 - (vi) Producer otherwise fails, in any material respect, to comply with this Agreement and does not cure such failure, or such failure is incapable of being cured, within fifteen (15) days after the date of PA's written notice thereof.
- (D) Producer may terminate this Agreement at any time immediately upon written notice to PA.
- (E) Upon the expiration or termination of this Agreement:
 - (i) Producer may no longer submit insurance business to PA.
 - (ii) Producer or PA shall pay net balance as due to the Producer or PA accordingly within ten (10) days after rendering of a statement indicating amount due.
 - (iii) PA may notify any person insured under a Policy or Renewal of the expiration or termination of this Agreement.
 - (iv) Producer will immediately return, at Producer's expense, all of PA's manuals, forms, identification cards, records, materials, applications, rate guides, guidelines, software, and any and all other property that PA has made available to Producer.
 - (v) Producer shall immediately cease all use of PA's Trademarks in all advertising; including, but not limited to any use of PA's Trademarks that were approved for use in any form of written agreement.
 - (vi) All in-force Policies and Renewals will continue to normal expiration, subject to their terms.
 - (vii) At PA's sole discretion, PA may pay Producer commissions on Renewals as a percentage of earned premium rather than written premium.
- (F) Unless this Agreement is terminated by PA pursuant to Section 7 and subject to Section 1, Producer may service Policies and Renewals outstanding after termination of this Agreement, and PA will provide Producer with access to information and materials that are necessary to do so; and at Producer's request, PA will provide to Producer copies of any Policy and Renewal contracts and related declarations pages in PA's possession or control. PA shall provide the same either electronically or by hard copy, at PA's option.

8. PRIVACY COMPLIANCE

- (A) PA will provide a privacy notice to PA's insureds, as required by law. PA will notify Producer in writing if Producer is required to provide PA's privacy notice to applicants. Producer is responsible for the provision of Producer's own privacy notice, as may be required by law.
- (B) PA may provide to Producer information regarding applicants, insureds, or claimants that is not collected by Producer. The use and disclosure of such information is subject to the terms of PA's privacy notice and applicable privacy laws. Accordingly, Producer agrees not to further disclose or use any such information, except as necessary, to carry out the purpose for which PA provides it or as expressly authorized by the person to whom it pertains. Further, Producer agrees to take steps to ensure the security and confidentiality of such information, including taking reasonable steps to destroy or arrange for the destruction of records containing such information that is no longer to be retained by Producer by shredding, erasing, or otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

9. INDEMNIFICATION

- (A) Producer will indemnify, defend, and hold PA harmless for and from all from and against all claims, actions, causes of action, liability, or loss which result from any real or alleged negligent or wrongful acts, or errors or omissions of Producer, or the employees, representatives, agents, or persons acting on behalf of Producer in the performance of or breach of duties under this Agreement; or Producer's failure to comply with the provisions of this Agreement. Producer shall also indemnify and hold PA harmless in the event there is an allegation, demand, claim and/or litigation that Producer was acting as an agent of the PA, unless caused by PA's negligent, willful, or intentional misconduct. Producer's indemnification of PA includes all direct or consequential damages, costs, expenses, reasonable attorney's fees and other legal fees, penalties, fines, assessments, verdicts, (including punitive damages to the extent allowable by applicable law) and any other expense or expenditure incurred by PA as a result of actions or inaction by Producer, unless the actions or inaction complained of was taken or not taken at the request PA. PA agrees to immediately notify Producer when PA learns of or receives any claim that PA believes is covered under this indemnification provision. Producer shall have the right to participate, at Producer's expense, in the investigation and defense of any such claim.
- (B) PA will indemnify, defend, and hold Producer harmless for and from all liabilities, losses, damages, judgments, actions, and expenses, including reasonable attorneys' fees (collectively, "Losses") that Producer sustains due solely to PA's negligence, wrongful acts, errors or omissions, or PA's failure to comply with the provisions of this Agreement. Producer agrees to immediately notify PA when Producer learns of or receives any claim that Producer believes is covered under this Section. PA shall have the right to participate, at PA's expense, in the investigation and defense of any such claim and may, at PA's option, assume full defense of any action filed. If PA assumes the defense, PA will not be liable to Producer for any cost of litigation, including, without limitation, court costs and attorney's fees, that Producer incurs subsequent to PA's decision to assume defense of any such action.
- (C) The indemnification provisions of this Section 9 shall survive the expiration or other termination of this Agreement.

10. GENERAL PROVISIONS

- (A) Producer is as an independent broker in soliciting insurance for PA. Nothing in this Agreement is meant to create the relationship of employer and employee between the PA and Producer or its officers, employees, brokers or representatives, or the relationship of a partnership or joint venture between the Parties. In that regard, it is expressly understood and agreed that:
 - (i) Producer is an independent contractor and not an agent of the PA, and has no authority to act on or on behalf of PA.
 - (ii) Producer will not represent itself as an agent or employee of PA, nor perform any act that an employee might typically perform or that might mislead an applicant or insured to believe Producer was an agent or employee of PA.

- (iii) PA shall in no way be responsible for the Producer's expenses.
- (iv) Nothing in this Agreement shall be construed as limiting and restricting the right of Producer to obtain quotes and submit applications for insurance to other insurance providers.
- (B) Nothing in this Agreement shall be construed as limiting and restricting the right of the PA to cancel any policy of insurance issued under this Agreement.
- (C) Any written notices under Sections 6 and 7 shall be provided in original form and shall be sent to the intended recipient's last known address, as provided in this Agreement. All other written notices required under this Agreement may be provided in writing, by email or other electronic means, such as fax, and the Parties hereby consent to receive such notices via fax to the fax number provided in this Agreement. Notices shall be effective: (i) upon receipt if hand delivered; (ii) upon receipt or refusal to accept delivery if sent by certified mail; (iii) three days after mailing if sent by U.S. first-class mail, postage prepaid; (iv) the next business day after being sent by overnight delivery service; and (v) the next business day after machine-confirmation of successful transmission if sent by fax or email.
- (D) This Agreement will be governed by and interpreted under the laws of the State of California. Any provision of this Agreement that is contrary to California law is hereby deemed to be amended to bring it into compliance with that law. The determination by a court of competent jurisdiction that any provision of this Agreement is unenforceable will in no way impair or affect the validity or enforceability of any other provision of this Agreement.
- (E) This Agreement contains the entire understanding between the Parties and supersedes all previous agreements between the Parties, oral or written, with respect to the subject matter of this Agreement. Such previous agreements are hereby terminated by the mutual agreement of the Parties as of the Effective Date of this Agreement.
- (F) This Agreement may not be modified or amended except in writing, signed by both Parties.
- (G) This Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in this Section, neither this Agreement nor any rights or duties hereunder may be assigned or delegated by either party without the prior consent in writing of the other party. Upon written notice to Producer, PA may assign this Agreement, or assign PA's rights or delegate PA's duties under this Agreement, to any of PA's existing or future corporate affiliates or successor. Upon written notice to PA, Producer may assign Producer's rights to receive commissions on Renewals to any duly licensed insurance producer; and upon receipt of such notice, PA will pay such commissions to the assignee upon assignee's written consent to be bound by the terms of this Agreement and subject to PA's right to set off under Section 4 and the assignee's agreement to refund unearned commissions under Section 1, provided that the conditions of Section 4 are met with respect to the assignee and such Renewals.
- (H) A Party's failure to insist upon strict compliance with any of the provisions of this Agreement will not constitute a continuing waiver of the right to insist upon such compliance. All waivers to any right or obligation of this Agreement shall be in writing and signed by the Party to be charged.
- (I) The rights and remedies of the Parties under this Agreement are cumulative and in addition to any rights and remedies available to the Parties at law or equity.
- (J) Producer is responsible for the development and execution of Producer's marketing plans and all other aspects of the operation of Producer's business and facilities, including, without limitation, hours of operation, advertising, utilities, taxes, hiring, employment, and training. Neither Party is responsible for the debts and liabilities of the other, and nothing shall be deemed to create or recognize any relationship other than that which is expressly described herein. This is not an exclusive Agreement. Producer does not represent PA. As an insurance broker, Producer is expected to exercise independent judgment in finding an appropriate insurance market for the consumers whom Producer represents.
- (K) 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 successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or

liability of any third party to any Party to this Agreement, and no provision will give any third party any right of subrogation or claim against any Party to this Agreement.

- (L) Each Party executing this Agreement on behalf of PA and Producer hereby warrants that: (a) the entity on whose behalf such person is signing is duly organized and validly existing under the laws of its state of organization; (b) such entity has full right and authority to enter into this Agreement and to perform all of its obligations hereunder; and (c) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

11. ARBITRATION

If any dispute shall arise between the PA and Producer in respect to the interpretation of this Agreement or any rights or responsibilities with respect to any matter arising from this Agreement, whether such dispute arises before or after termination of this Agreement, such dispute, upon written notice of any Party to the other Party, shall be submitted to binding arbitration with a single arbitrator before the American Arbitration Association (“AAA”) in accordance with the commercial arbitration rules of the AAA, unless mutually agreed to otherwise by the Parties for selection of a different arbitration provider. The expense of the arbitrator shall be borne equally between the Parties or as the written decision of the arbitration proceeding may direct. Said arbitration shall take place in the City of Los Angeles, California, unless some other place is mutually agreed upon by the Parties to the arbitration. The prevailing party in any dispute in an arbitration or legal proceeding shall be entitled to reasonable attorney’s fees and costs.

12. NOTICE

All notices demands, requests, or other communications required or permitted by this Agreement shall be in writing and shall be deemed duly served when personally delivered to the Party or to an officer or agent of the Party or when deposited in the United States mail, first-class postage prepaid, addressed to:

Program Administrator at: King Support Systems, Inc. 31381
Rancho Viejo Road, Ste#101 San
Juan Capistrano, CA 92675

Producer at: Address listed with signature.

KING SUPPORT SYSTEMS, INC.

PRODUCER

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

Agency Operations Authorized Signature:

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

* Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) * _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) *	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

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.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



For Arizona Agents Only

AGENT APPOINTMENT BACKGROUND FORM PG1



Agent's Name _____ Agent's DOB _____ Agent's Email _____

Agency Name _____ Agency ID # _____

Agent's Home Address _____

Agent's Mailing Address _____

Agent's Business Address _____

Agent's Phone Number _____ Agent's Fax Number _____

Please list all states you are seeking an appointment in: _____

1. (a) Are you now or have you ever been licensed in the state where you are currently seeking appointment? Yes _____ No _____

(b) If Yes, License #: _____ Date Issued: _____ NPN # _____

2. Is this your first appointment in the state since obtaining your agent license? Yes _____ No _____

3. Are you licensed in any other states? Yes _____ No _____ If Yes, please list below. Use additional sheet if needed.

State	Type License	Line of Insurance	Res/Non-Res	Dates (From-To)

4. Do you hold any other type of license (real estate, etc) in your state? Yes _____ No _____

Type	Department, Division, Entity	License No.	Dates

For questions 5 through 10 - Any "Yes" answer requires a separate statement, including dates, location, basis of charge, and legal documentation indicating disposition of case.

5. Has **any** license (insurance or otherwise) applied for or issued to you by any public authority ever been denied, suspended or revoked. Placed on probation, administrative fine or penalty levied, cease and desist order including any license for which you were authorized to act? Yes _____ No _____

6. Are you indebted, other than current accounts, to any insurer or person for unpaid premiums or return premiums? Yes _____ No _____

7. a. Have you ever been convicted of a felony? Yes _____ No _____

b. Have you ever been convicted of a misdemeanor other than minor traffic violations? Yes _____ No _____

c. Have you ever been permitted to change a plea of guilty after conviction or had a verdict vacated? Yes _____ No _____

d. Have you ever pleaded nolo contendere to any charges? Yes _____ No _____

8. Have you ever filed bankruptcy? Yes _____ No _____ Been sued or had a judgment entered against you? Yes _____ No _____

9. Have you ever been refused a bond by any company? Yes _____ No _____ Has any bond been canceled for cause? Yes _____ No _____

10. Have any agency contracts ever been canceled for cause? Yes _____ No _____

11. Previous residences (last 5 years). (Use separate sheet if necessary)

Date	Number	Street	City	State

12. Current and previous occupations (last 5 years). Include self-employment, unemployment, and schools attended. (Use additional sheet if needed)

Date	Employer	Address	Position or Duties	Reason for leaving



AGENT APPOINTMENT BACKGROUND FORM PG2

I hereby certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief. I also hereby agree to the disclosure and release of any information pertinent to this application held by any person or any educational, law enforcement, governmental, or business entity.

Applicant's Original Signature

Date

Authorization to Obtain Consumer Reports Under the Fair Credit Reporting Act

Pursuant to the federal Fair Credit Reporting Act, I hereby authorize Tower Hill Insurance Group and its designated agents and representatives to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for employment, promotion, reassignment or retention as an insurance agent or producer. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to, the following areas: verification of Social Security number; current and previous residences; employment history, including all personnel files; education; references; credit history and reports; criminal history, including records from any criminal justice agency in any or all federal, state or county jurisdictions; birth records; motor vehicle records, including traffic citations and registration; and any other public records.

I, _____, authorize the complete release of these records or data pertaining to me that an individual, company, firm, corporation or public agency may have. I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge of me to furnish Tower Hill Insurance Group or its designated agents with any and all information in their possession regarding me in connection with an application of employment. I am authorizing that a photocopy of this authorization be accepted with the same authority as the original.

I understand that, pursuant to the federal Fair Credit Reporting Act, if any adverse action is to be taken based upon the consumer report, a copy of the report and a summary of the consumer's rights will be provided to me.

By signing below, I certify that I have carefully read and understand the attached summary of rights under the Fair Credit Reporting Act.

Applicant's Original Signature

Date

***Please send the completed and signed document (Pages 1 and 2) to:
Marketing@Kinginsuranceca.com ***

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051