



## AGENT APPOINTMENT CHECK LIST

NEW AGENT     ADDITIONAL LOCATION     OTHER: \_\_\_\_\_

NAME OF YOUR AGENCY: \_\_\_\_\_

What we need from You.

Attached (√)

### EMPOWER PROGRAMS

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Agency Profile  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Empower Producer Agreement-Signed (return full agreement)                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Empower/Lone Star Select Authorized Company Representative Addendum- Signed |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Empower Limited Authorized Company Representative Addendum- Signed          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Empower Priority Authorized Company Representative Addendum - Signed        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Empower Bravo Authorized Company Representative Addendum - Signed           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | ACH Debit Authorization- Signed   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of a voided check  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Commissions Deposit Authorization- Signed                                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of a voided check  |

### ADDITIONAL INFORMATION NEEDED

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all Licenses for Producers  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Loss Ratios from Companies  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of E&O Dec Page (must include: expiration date, limits of liability and physical addresses of all locations) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | W-9   |

### How did you hear about Empower Insurance?

- Facebook Ad     E-Mail     Postcard
- Twitter     Insurance Convention     Other \_\_\_\_\_
- Empower Marketing Rep: (Rep's Name) \_\_\_\_\_

Please return completed paper work with this coverage to:

<b>ATTENTION</b>	
<b>FAX</b>	817-306-2386
<b>E-MAIL</b>	bosborn@empowerins.com
<b>MAIL</b>	Empower Insurance P.O. Box137089, Fort Worth, TX 76136

<b>AGENCY NAME</b>	<input type="text"/>		
<b>DBA</b>	<input type="text"/>		
<b>MAIN OFFICE PHONE</b>	<input type="text"/>	<b>MAIN OFFICE FAX</b>	<input type="text"/>
<b>MAIN OFFICE E-MAIL</b>	<input type="text"/>		

<b>MAILING ADDRESS</b>	<input type="text"/>		
<b>CITY</b>	<input type="text"/>		
<b>STATE</b>	<input type="text"/>	<b>ZIP CODE</b>	<input type="text"/>

<b>PHYSICAL ADDRESS</b>	<input type="text"/>		
<b>CITY</b>	<input type="text"/>		
<b>STATE</b>	<input type="text"/>	<b>ZIP CODE</b>	<input type="text"/>

<b>AGENCY PRINCIPLE</b>	<input type="text"/>	<b>DOB</b>	<input type="text"/>
<b>E-MAIL</b>	<input type="text"/>	<b>PHONE #</b>	<input type="text"/>
<b>SS #</b>	<input type="text"/>	<b>DL #</b>	<input type="text"/>

<b>OFFICE MANAGER</b>	<input type="text"/>	<b>DOB</b>	<input type="text"/>
<b>E-MAIL</b>	<input type="text"/>	<b>PHONE #</b>	<input type="text"/>

<b>CSR 1</b>	<input type="text"/>	<b>DOB</b>	<input type="text"/>
<b>E-MAIL</b>	<input type="text"/>	<b>PHONE #</b>	<input type="text"/>
<b>CSR 2</b>	<input type="text"/>	<b>DOB</b>	<input type="text"/>
<b>E-MAIL</b>	<input type="text"/>	<b>PHONE #</b>	<input type="text"/>

<b>ADDRESSES OF ANY ADDITIONAL OFFICE LOCATIONS</b>			
<b>AGENCY NAME 2</b>	<input type="text"/>		
<b>AGENCY ADDRESS</b>	<input type="text"/>		
<b>CITY</b>	<input type="text"/>		
<b>STATE</b>	<input type="text"/>	<b>ZIP CODE</b>	<input type="text"/>
<b>E-MAIL</b>	<input type="text"/>	<b>FAX #</b>	<input type="text"/>
<b>AGENCY NAME 3</b>	<input type="text"/>		
<b>AGENCY ADDRESS</b>	<input type="text"/>		
<b>CITY</b>	<input type="text"/>		
<b>STATE</b>	<input type="text"/>	<b>ZIP CODE</b>	<input type="text"/>
<b>E-MAIL</b>	<input type="text"/>	<b>FAX #</b>	<input type="text"/>

<b>AGENT'S LICENSE NUMBER (TDI)</b>	<input type="text"/>	<b>EXPERATION DATE</b>	<input type="text"/>	<b>LICENSE TYPE? CHECK ONE</b>	<input type="checkbox"/> P&C	<input type="checkbox"/> COUNTY MUTUAL	<input type="checkbox"/> LIMITED LINES
<b>AGENCY'S LICENSE NUMBER (TDI)</b>	<input type="text"/>	<b>EXPERATION DATE</b>	<input type="text"/>	<b>LICENSE TYPE? CHECK ONE</b>	<input type="checkbox"/> P&C	<input type="checkbox"/> COUNTY MUTUAL	<input type="checkbox"/> LIMITED LINES

**PLEASE SELECT**

SOLE PROPRIETOR

PARTNERSHIP

CORPORATION

OTHER

**FEDERAL TAX ID**

**HAVE YOU EVER FILED FOR BANKRUPTCY?**

NO  YES

**E&O CARRIER**

MUST PROVIDE COPY OF CURRENT COVERAGE

**E&O LIMITS OF COVERAGE**

MINIMUM LIMITS OF \$300,000

**E&O EXP. DATE**

**MANAGEMENT SYSTEM**

**QUOTING SYSTEM**

ITC

QUICK QUOTE

EASY LINKS

OTHER

**AGENCY WEBSITE**

**TOP 5 COMPANIES**

**EMPOWER MARKETING USE ONLY**

**AGENT CODE**

**AGENT PASSWORD**

received e-mail sent

submitted for approval

w-9 sent to acct

welcome letter sent



Agency Name

Agency Code

## ACH Debit Authorization

I (we) hereby authorize Empower Insurance Group MGA, Inc., here in after called COMPANY, to initiate debit entries to my (our)  **Checking** /  **Savings Account** (*select one*) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit or credit the same to such account. If this item is returned unpaid, I authorize an additional returned check fee of the maximum amount as allowed by the state to be charged to this account.

Bank Name:

Bank City:

Bank Zip:

Routing Number:

Account Number:

## Commission Deposit Authorization

Bank Name:

Bank City:

Bank Zip:

Routing Number:

Account Number:

This authorization is to remain in full force and effect until the COMPANY has received written notification from me (us) of its termination, in such time and such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Your Name:

Tax ID #

Date:

Signature:

(Must be signed by authorized check signer)

**(Please attach a voided check for both accounts)**



# Authorized Company Representation Addendum

## Empower Lone Star Select- 6 Month

### Empower BRAVO- 6 Month Empower Limited- 6 Month Empower Priority- Monthly

This attachment is made a part of the Producer Agreement executed and signed between Empower MGA, of Fort Worth, Texas (hereafter referred to as MGA) and \_\_\_\_\_  
(Agency Principles Name)

of \_\_\_\_\_, Texas (hereafter referred to as  
(Name of The Agency)

the Agent) and is effective the \_\_\_\_\_ day of \_\_\_\_\_, 201\_. In the event of conflict between the Authorized Company Representation Addendum and the Producer Agreement to which it is hereby made a part, the Addendum shall control. It is hereby agreed and understood the MGA may elect to change commission rates at any time. The agent hereby acknowledges that these products (**Bravo, Limited & Priority**) offers the consumer restricted coverages through the use of amendatory endorsements in exchange for premium savings. The agent hereby agrees to explain the coverage reductions and have all customers purchasing such a policy sign the Empower-Bravo, Limited or Priority consumer disclosure form provided at the point of sale.

PRODUCT	COMMISSION	NEW BUSINESS	RENEWAL	AGENCY PRINCIPLE SIGNATURE
EMPOWER LONE STAR SELECT 6 MONTH PERSONAL AUTO	PAID ON EARNED PREMIUM	15%	15%	x
EMPOWER BRAVO- 6 MONTH PERSONAL AUTO	PAID ON EARNED PREMIUM	15%	15%	x
EMPOWER LIMITED- 6 MONTH PERSONAL AUTO	PAID ON EARNED PREMIUM	15%	15%	x
EMPOWER PRIORITY- 1 MONTH PERSONAL AUTO	PAID ON EARNED PREMIUM	15%	15%	x

**Claims Reporting**

All claims will be reported to the following claims hotline phone number or reporting address:

Empower Insurance Group- Claims  
 P.O. Box137089  
 Fort Worth, TX 76136  
 1-877-437-5007  
 www.empowerins.com

Authorized Empower Representative Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Payment Processing**

All premium payments will be made through the following agent web-site or directly to the following payment processing address:

Empower Insurance Group- Processing  
 P.O. Box137089  
 Fort Worth, TX 76136  
 1-877-437-5010  
 www.empowerins.com

Agency Principle Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Producer Agreement

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, Empower Insurance Group, hereinafter referred to as (“we”, “us”, “our”, “the MGA”) and

\_\_\_\_\_  
Name of Producer  
\_\_\_\_\_  
Address of Producer

Hereinafter referred to as (“you”, “your”, “the producer”) agree as follows:

I. Purpose of this Agreement:

The purpose of this agreement is to state the terms and conditions under which the Producer shall act as an agent of the MGA in the solicitation and servicing of contracts of insurance, including binders, policies, amendments and endorsements.

II. Authority of Producers:

1. You are authorized to receive applications for insurance coverage as identified in Article No. I, above, and to collect, receive and receipt premiums thereon in accordance with our underwriting guidelines and those of any Insurance Company with which we appoint you (“Company”).
2. Applications and premiums must be forwarded to us in accordance with the specific underwriting guidelines for each appointed Company.
3. You may submit applications only in accordance with the underwriting guidelines in force for those lines of insurance coverage for which you are licensed and appointed.
4. You may not backdate the inception date of any policy or endorsement.
5. You must upload all applications using each appointed Company's online application system in order to submit a risk and you must authorize the down payment to be drafted from your agency bank account, unless otherwise specified in the Authorized Company Representation Addendum signed for each specific Company
6. Unless we specifically agree with you in writing to the contrary, you may not permit a broker, solicitor or sub-agent to bind us on a risk.
7. You may not issue certificates of insurance, or filings with any state or municipal agency (except SR22 filings as approved). You may not issue policies, endorsements, renewals, renewal notices, or cancellation notices, nor may you give our, or any appointed Company's, rates, rules and applications to other agencies, agent brokers, companies, or solicitors without our prior written approval.
8. You have no authority to adjust claims.
9. We reserve the right to limit your authority to specific coverages or to restrict any part or all of your authority; but the exercise of that right shall not cancel this Agreement nor relieve you of your obligations and duties to us.

III. Producer's Duties:

The Producer agrees to:

1. Secure and keep in effect the required insurance licenses, for you, your agents, officers, employees and solicitors and will not solicit any lines of insurance unless properly licensed to do so.
2. Allow representatives of the MGA or Companies represented by MGA to inspect books and records for the purposes of determining any fact relating to any insurance placed with the Company through the MGA.
3. Comply with all of the underwriting guidelines issued by the MGA or Company through the MGA and as modified from time to time by the MGA or Company.
4. Return any materials we send you upon our request.
5. Be responsible for all of your operating expenses, including, but not limited to personal license fees, occupational or municipal license fees, or taxes, and you shall maintain an Errors and Omissions policy of insurance with minimum limits of \$300,000 with an insurer acceptable to us.
6. Comply with all applicable laws relating to the sale of insurance coverages covered by this Agreement.
7. Complete a Company Representation Attachment outlining additional rules and authorities for each individual company represented by MGA for which the agent is appointed.
8. Execute an Authorized Company Representation Addendum to this agreement for each Company outlining the commission schedule, additional rules and authorities for each individual Company represented by MGA, without which the agent will not be authorized to produce business for said Company.
9. Report all losses immediately after becoming aware of them to the Insuring Company at the Company's claims phone number or address as stated in the Authorized Company Representation Addendum.
10. Make any and all premium payments due to each Company represented only to the Company at that Company's payment mailing address or web-site as stated in the Authorized Company Representation Addendum as attached to this agreement.

IV. MGA Duties:

The MGA, directly or it's Companies agrees to:

1. Issue all policies, renewals, endorsements and cancellation notices.
2. Adjust all claims. Any inquiry concerning a claim shall be referred to us immediately.
3. Be responsible for any obligation assumed in accordance with our underwriting guidelines.

V. Commission:

1. We will pay you commissions for insurance policies written under this Agreement based on the commission schedules in effect for each Company represented and each product line of business written at the time such business is written.

2. We reserve the right to unilaterally change our commission schedules at any time during the term of this Agreement. (If we continue to offer renewals after termination of this Agreement, you will be paid in accordance with the commission structure in force at the time that each policy is renewed.)
3. Provided that if, upon expiration, you do not pay us all amounts that are due and owing to us, we may continue to offer renewals to existing policyholders; however, our obligation to pay you commission shall cease.
4. We agree to pay you commissions on earned premium within thirty days after the end of the month in which the premium is earned, unless otherwise stated in the Authorized Company Representation Addendum.
5. We may offset any commissions due to you from us against any other balances owed by you to us.
6. You agree to refund unearned commission to us at the same rate that commissions were paid to you.

VI. Suspension of Authority:

The right to solicit and place new business, renewal, or any modification of existing business may at the sole discretion of the MGA be suspended in the event of default by the Producer.

The term "default" means any breach or failure to comply with the terms and conditions of this Agreement and includes, but is not limited to, the following:

1. Failure to remit balanced due as called for in this Agreement;
2. Failure to maintain producer's license(s) or certificate(s) as required by any public authority, and;
3. Failure to comply with any and all applicable provisions of the Texas Insurance Code.
4. Failure to comply with MGA or Companies guidelines or procedures

In the event that the MGA determines that the Producer is in default, the MGA may, at its sole discretion, suspend any or all of the Producer's authority to act on behalf of the MGA effective as of the occurrence of the specified condition. Said suspension shall be effective upon written notification to the producer. Within ten (10) days of such notification, the MGA shall notify the Producer of the nature of the default in reasonable detail.

VII. Termination Clause:

This agreement shall terminate:

1. Immediately upon any change in ownership or control of the agency. The MGA may, at its sole discretion, enter into a new producer agreement with the new owner(s).
2. Immediately, upon mutual agreement between MGA and Producer.
3. Immediately upon either party giving written notice to the other in the event of abandonment, insolvency, bankruptcy, fraud, or gross and willful misconduct on the part of such other party.

4. Immediately upon failure of the agency to comply with MGA and or Company guidelines or procedures.

VIII. Rights After Termination:

1. Upon termination, the authority given to you by this Agreement ends;
2. You shall not bind any new risk or renew any policies with inception dates on or after the date of termination of this Agreement nor shall you increase limits on existing policies without prior approval or except as permitted under the policy provisions;
3. You shall return all our manuals, forms, materials or any other property we have furnished to you.
4. Notwithstanding Article VI, in the event this Agreement is terminated and a public authority has revoked your license, we may appoint another agent to take your place to service policies you have written with us under this Agreement.
5. If this Agreement is canceled for any reason, all in force policies written under this Agreement shall be continued to normal expiration.
6. You shall have the right to the expirations unless you are in default on the payment of any amounts due and owing us. If you are in default, we will provide you with written notice of the amount that is due and owing. If that amount is not paid within fifteen (15) days of the date of our written notice, the right to all expirations shall be ours.
7. We retain the right to notify policyholders of the termination of this Agreement.
8. If a policyholder desires to remain insured with us, or the law in the state in which this Agreement is effective requires us to offer renewal policies, we will notify the insured of replacement agents who are appointed with us.
9. If we have issued a renewal offer or quotation on any policy before or after the termination of this Producer Agreement, such offer or quotation constitutes our offer to renew the policy.

IX. Underwriting Guidelines:

1. We will prescribe underwriting guidelines for each product line of insurance coverage.
2. The underwriting guidelines will be binding upon you and we will distribute them to you in written or electronic reproducible form.
3. At any time, we may change or alter any underwriting guidelines. All current guidelines will be published and available in electronic reproducible form on our agent accessible web-site.
4. You agree to be bound by the prevailing published underwriting guidelines in force at any time any insurance is written hereunder.
5. In the event your authority is limited to specific coverages or otherwise restricted, receipt by you of any underwriting guidelines outside your authority shall not expand your authority.

X. Indemnification:

You shall indemnify and hold us harmless for any liability, loss, damage, judgement, action, expense, or attorney's fees we sustain due to any representations, acts or omissions on your part or your failure to comply with terms of this Agreement. This includes but is not limited to your failure to promptly forward applications and premiums or to comply with restrictions on your binding authority as set forth in our underwriting guidelines. This indemnification shall apply to any judicial, arbitrage or administrative proceeding and shall survive the termination of this Agreement.

XI. Controlling Law:

1. This Agreement shall be governed by and interpreted under the laws of the State of Texas. Any provision in this Agreement which is contrary to the controlling law is hereby deemed to bring it in compliance with that law. The judicial determination that any section of the Agreement is unenforceable shall in no way impair or affect the validity or enforceability of any other provision of this Agreement.
2. The obligations and duties of this Agreement are fully performable in Tarrant County, Fort Worth, Texas.

XII. Arbitration:

1. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall at the sole discretion of the MGA, be directed to be settled by arbitration. Such Arbitration, if elected, shall be settled in accordance with the Arbitration Rules of The American Arbitration Association in. Fort Worth, Texas.
2. If Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of the American Arbitration Association. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. The Arbitration shall be administered by the American Arbitration Association.

XII. Miscellaneous:

This Agreement contains the entire understanding and supercedes all previous agreements, whether oral or written, between you and us as related to this subject matter and may not be altered or modified except in writing. This Agreement is not transferable or assignable by either party without the prior written consent of the other party. The captions contained in this Agreement are for organizational purposes only and do not constitute a part of this Agreement.

In the event we should not insist upon strict compliance with any of the terms of this Agreement or any provisions contained in the underwriting guidelines, such failure shall not constitute a waiver or relinquishment on our part to insist upon such compliance at any other time or times.

You are an independent contractor and not our employee. You may represent other insurance companies and we may appoint other agent to represent us. This Agreement is not exclusive to either party.

If you have accounted for and have made payments of all amounts due us on obligations under this Agreement, or otherwise, and continue to do so, your records shall remain your property and shall be left in your possession. Otherwise, the records and the use and control of all expirations of the business placed with us shall be vested with us for sale, use, or disposal as we deem fit, to reduce your indebtedness under this Agreement or other obligations.

Personal information about you may be collected from persons other than you. This information may include, but is not limited to financial information as contained in pre-employment evaluation reports.

Empower Insurance Group  
MGA:

PRODUCER/Agency Principle

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name	
	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.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 ▶

### 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.