



*N I F Group, Inc.*

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30 Park Avenue  
Manhasset, New York 11030

Phone: (516) 365-7440  
Fax: (516) 365-7392

*A complete submission to open up a  
Producer Account with NIF will include:*

- a) Fully completed Producer Questionnaire (form attached)*
- b) Completed, signed and dated Agreement (form attached)*
- c) Completed W-9 (form attached)*
- d) Evidence of Errors & Omissions Insurance*
- e) Copy of resident license*
- f) Copies of non-resident licenses in states where you  
may place business with NIF*



All information is held in the strictest confidence  
Operating in California as NIF Insurance Services of California  
California License #0M15937

### PRODUCER QUESTIONNAIRE

NAME OF FIRM \_\_\_\_\_  
ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

HAVE YOU EVER HAD AN ACCOUNT WITH ANY OFFICE OF NIF GROUP?  
YES  NO  IF YES, WHICH OFFICE? \_\_\_\_\_

HAVE YOU EVER OPERATED UNDER ANOTHER NAME? YES  NO   
IF YES, WHAT NAME \_\_\_\_\_

PRINCIPALS/LICENSED AGENTS	E-MAIL ADDRESS	LICENSE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

OFFICE MANAGER \_\_\_\_\_ E-MAIL \_\_\_\_\_

ACCOUNTING MGR \_\_\_\_\_ E-MAIL \_\_\_\_\_

COMM'L. LINES MGR. \_\_\_\_\_ E-MAIL \_\_\_\_\_

PERSONAL LINES MGR. \_\_\_\_\_ E-MAIL \_\_\_\_\_

~~PLEASE ATTACH LISTING OF E-MAIL ADDRESSES FOR UNDERWRITING STAFF/KEY PERSONNEL~~

APPROXIMATE AMOUNT OF ANNUAL WRITINGS \_\_\_\_\_

PERCENTAGE OF WRITINGS: COMMERCIAL \_\_\_\_\_ PERSONAL \_\_\_\_\_

AREAS OF SPECIALIZATION (VOLUME WRITINGS) \_\_\_\_\_

CHECK ALL THAT APPLY:  
SOCIAL SERVICES  PUBLIC ENTITIES  TRADE CONTRACTORS

DETAILS OF YOUR PROFESSIONAL LIABILITY/E&O.

INSURER \_\_\_\_\_ POLICY NO \_\_\_\_\_ POLICY PERIOD \_\_\_\_\_

LIMITS \_\_\_\_\_ DEDUCTIBLE \_\_\_\_\_

#### ATTACH EVIDENCE OF E&O AND COPIES OF LICENSES

BANK REFERENCES \_\_\_\_\_

TAX I.D. NUMBER \_\_\_\_\_

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and/or between NIF Group, Inc. and its subsidiary offices, herein after referred to as NIF and \_\_\_\_\_, an individual, partnership, corporation, registered firm, producer or agency, hereinafter referred to as PRODUCER.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth, the parties agree as follows:

**1) BINDING AUTHORITY**

PRODUCER has no binding authority. PRODUCER cannot commit or bind any NIF entity or any of the companies represented by NIF to any risk.

**2) ADVERTISING**

PRODUCER cannot use NIF's name, logo or service mark or the name, logo or service mark of any of the companies represented by NIF in any advertisement without obtaining prior written consent from NIF.

**3) EVIDENCE OF INSURANCE**

PRODUCER agrees to maintain Professional Liability Insurance coverage with a minimum limit of \$1,000,000 each occurrence/aggregate. PRODUCER further agrees to attach to this Agreement a certificate of insurance evidencing coverage that is acceptable to NIF.

**4) LICENSING**

PRODUCER hereby warrants NIF that they are properly licensed to transact business as an agent, broker or producer, in accordance with the provisions of the PRODUCER' S commercial domicile or any state in which the PRODUCER transacts business.

Upon request, the PRODUCER agrees to provide evidence to NIF of such license(s).

**5) PAYMENT OF PREMIUMS**

PRODUCER accepts full and entire responsibility for the collection and payment of all premiums (including minimum earned premiums), countersignature fees and resulting charges required by any state, or any other applicable fees and taxes; and PRODUCER agrees to make full payment to NIF under the terms and conditions in place at the time of binding.

To effect the binding of an account with NIF, PRODUCER agrees to request same in writing and agree that they are responsible for any earned premiums incurred in absence of furnishing deposit in accordance with the "Guarantee of Payment" provision of this agreement. All premiums will be rendered on a Monthly Statement basis for all items billed within the preceding month and due by the tenth of the month. This provision applies only to companies that bill NIF on a similar statement basis.

All other payments are due thirty (30) days after invoice date.

**6) FINANCING OF PREMIUMS**

The PRODUCER shall forward to NIF immediately upon receipt, or upon the PRODUCER' S knowledge thereof, all correspondence or notices with relation to the financing or proposed financing of premiums by any policyholder, and the PRODUCER agrees to instruct the premium finance company to pay NIF direct for all premiums which have been financed. The PRODUCER shall not accept premium financing on policies for which the premium is short-term or short-term minimum earned.

The PRODUCER is not and shall not hold itself out as the agent of NIF or the Insurance Company for the purpose of obtaining premium financing and agrees to hold NIF harmless from any responsibility for payment to the premium finance company, and further agrees that financing arrangements do not diminish the responsibility for the timely payment of premiums by PRODUCER to NIF.

NIF or any Insurance Company represented by them reserves the right to refund premiums directly to the premium finance company upon cancellation of a policy (ies). The PRODUCER shall refund applicable commission to the premium finance company or NIF in the event of cancellation of a policy (ies).

**7) GUARANTEE OF PAYMENT**

In consideration of NIF accepting business from PRODUCER, PRODUCER guarantees payment to NIF of all earned premiums including but not limited to deposits, audits, and endorsements on all policies of insurance placed by PRODUCER with NIF. Such payment is due NIF whether or not PRODUCER has collected the premium. PRODUCER agrees to pay NIF a return commission on all returned premium adjustments at the same rate that was originally applied to such coverage. PRODUCER understands that NIF, without limitation of its other rights and remedies, reserves the right to cancel any policy for non-payment of premium. PRODUCER further guarantees that they will be responsible for any extension of credit to PRODUCER's client or any other person.

**8) UNCOLLECTIBLE ADJUSTABLE PREMIUMS**

Additional premiums that have been determined by annual or interim audits and/or retrospective rating adjustments are fully earned on the last date that coverage was in effect.

PRODUCER can be relieved of responsibility for the collection of such premiums if within twenty days from the date of NIF' s invoice (or other timeframe as designated by carrier), PRODUCER notifies NIF in writing that the PRODUCER has made diligent efforts to collect such premiums but is unable to do so and NIF is subsequently relieved of its responsibility to the carrier.

PRODUCER waives any right to commission payments under this provision if premiums are subsequently collected by NIF.

**9) FIDUCIARY DUTIES**

PRODUCER hereby agrees that any monies they collect, which are due or will fall due to NIF, shall be held by PRODUCER in a fiduciary account or separate premium account in accordance with the applicable laws, rules and regulations of the state in which the fiduciary account is located.

\_\_\_\_\_  
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**10) RESPONSIBILITY OF PRODUCER**

PRODUCER understands that in providing insurance coverages, NIF is relying upon the accuracy of information provided by insured through PRODUCER and submitted to NIF. It is the responsibility of PRODUCER to disclose to NIF the existence of any conditions which they are or reasonably should be aware of that may affect the insurability of the insured.

Further, it is the responsibility of PRODUCER to inform NIF as to the type and amount of insurance coverage to be considered for quotation. NIF assumes no responsibility toward PRODUCER, insured, sub producer, or any other party with regard to the adequacy, amount or form of coverage obtained through any insurance carrier.

**11) CONFIDENTIALITY**

In connection only with PRODUCERS authorized by NIF as Program Territory Representative, PRODUCER agrees to treat any proprietary information supplied by NIF as confidential. NIF agrees that they shall treat any proprietary information supplied by the PRODUCER as confidential. Unless otherwise required by law, neither NIF nor PRODUCER or their respective representatives will, without the other's written consent, disclose any proprietary information or other information about the relationship or program.

**12) INDEMNIFICATION**

NIF agrees to indemnify and hold harmless PRODUCER and any affiliated company, their officers, directors, employees and agents, from and against any and all claims, damages, or liabilities, including reasonable attorneys' fees, costs and other expenses incurred by PRODUCER arising directly from any acts, omissions, or breach of this Agreement by NIF. In addition, PRODUCER agrees to indemnify and hold harmless NIF and any affiliated company, their officers, directors, employees, and agents, from and against any and all claims, damages, or liabilities, including reasonable attorneys' fees, costs and other expenses incurred by NIF arising directly from any acts, omissions, or breach of this Agreement by PRODUCER.

**13) LIMITATIONS OF RIGHTS AND REMEDIES**

PRODUCER will look only to NIF for satisfaction of any liability, damages or cause of action in contract related to or arising under the terms and conditions of this Agreement. In no event will NIF's parent or sister companies, directors, officers, employees, contractors or agents be liable to PRODUCER or any third party for any contractual liabilities, losses, damages or expenses of any nature whatsoever, whether direct or indirect, resulting from the work performed by PRODUCER under this Agreement, more specifically outlined in the section discussing RESPONSIBILITY OF PRODUCER.

**14) CONTROL OF EXPIRATIONS**

The PRODUCER having accounted for and paid over all premiums for which it may be liable, the PRODUCER's records and the use and control of expirations shall remain the property of the PRODUCER and left to his undisputed possession and control.

The PRODUCER, in placing business under this Agreement, recognizes that he is a representative of the insured and not the agent or representative of NIF Group, Inc. and/or any of its subsidiary operating companies.

**15) CLAIMS**

- A. PRODUCER will report all claims and/or losses directly to NIF as expeditiously as possible.
- B. PRODUCER has no authority to assign losses to be adjusted nor may he negotiate or settle any loss on behalf of Company.

**16) PRIVACY CLAUSE**

Both parties have obligations to safeguard customer information under Public law No. 106-102 (the Gramm-Leach-Bliley Act) and other federal and state privacy laws and regulations (herein collectively referred to as "Privacy Laws"). In accordance with those Privacy Laws, you and we agree to the following:

Each party hereto agrees to comply with the Privacy Laws and agrees further not to take any action to cause the other party to violate such Privacy Laws. If the applicable Privacy Laws change, each party shall take such action as is necessary to comply. We agree not to disclose or use any non-public personal information as defined in the Privacy Laws ("Confidential Information") except for the purposes contemplated under the Agency Agreement or as may be required by law. You agree not to disclose or use any Confidential Information received from us except for the purposes contemplated under the Agency Agreement or as may be required by law.

**17) COMPLETE AGREEMENT**

This signed Agreement incorporates all of the previous and contemporaneous discussions, representations, understandings, and agreements between the parties with respect to the subject matter representations have been made to or relied upon by PRODUCER. The terms and conditions expressed in this agreement shall not be altered except in writing, signed by an authorized officer of PRODUCER and an officer of NIF.

**18) ASSIGNMENT**

This Agreement and the obligations hereunder may not be assigned by either party without prior written consent of the other.

**19) WAIVER**

No waiver or modification of this agreement shall be effective unless it be in writing and signed by a duly authorized officer of NIF. The failure of NIF to enforce any provision of this Agreement shall not constitute a waiver by NIF of any such provision. The past waiver of a provision by NIF or the PRODUCER shall not constitute a course of conduct or a waiver in the future of that same provision.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed as of the date first above written.

NIF  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

PRODUCER  
 By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_