



1.800.441.4535

T.509.838.0655

F.509.838.1710

Application for Appointment

(Required for appointment consideration)

Agency Name: _____

Corporation Name (if different from above): _____

Mailing Address: _____

Physical Address: _____

Principal(s) and # of years experience: _____

Social Security Number (required): _____

Date of Birth: _____

Agency Tax ID: _____

Telephone: _____ Fax: _____

Agency Email: _____ Website: _____

Year Established: _____ Number of Producers: _____

Business Type: Individual Partnership Corporation LLC

Standard/Preferred Markets used: _____

Annual Volume in Standard/Preferred Markets:

Personal Lines: \$ _____ Commercial Lines: \$ _____

Workers Compensation: \$ _____ Commercial Auto: \$ _____

Agency Specialty/Niche Marketing Programs: _____

Annual Volume in E&S Markets:

Personal Lines: \$ _____ Commercial Lines: \$ _____

Workers Compensation: \$ _____ Commercial Auto: \$ _____

Which Wholesalers/E&S Brokers is your agency currently using? _____

Which specific classes of business does your agency feel Cochrane & Company will be of greatest assistance with?

- 1) _____ 2) _____
3) _____ 4) _____

How did you hear about Cochrane & Company? _____

What Professional Insurance Associations does your agency belong to: _____

Billing Information

Billing Mailing Address: _____ Use mailing address listed above.

Billing Department Contact:

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

Special Billing Considerations: _____



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Agency Contact Information

Please provide all contacts at your agency (duplicate this page as required):

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email: _____

Please provide a list of contacts if additional space is required.



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Policy Delivery Preferences

Please provide the following information to set your policy delivery preferences.

COMMERCIAL LINES:

EMAIL ONLY OPTION (DEFAULT)

The insured and agency copy of the policy will be emailed to your agency.

Please email to:

Your agency's account contact

Agency Email Address (please specify):

Deliver policies by:

Link + .pdf attachment Link only

EMAIL + MAIL INSURED COPY

The agency copy of the policy will be emailed to your agency; the insured copy will be mailed to your office.

Please email to:

Your agency's account contact

Agency Email Address (please specify):

Deliver policies by:

Link + .pdf attachment Link only

MAIL ONLY

The agency and insured copies of the policy will be mailed to your agency.

PERSONAL LINES:

EMAIL ONLY OPTION (DEFAULT)

The insured and agency copy of the policy will be emailed to your agency.

Please email to:

Your agency's account contact

Agency Email Address (please specify):

Deliver policies by:

Link + .pdf attachment Link only

EMAIL + MAIL INSURED COPY

The agency copy of the policy will be emailed to your agency; the insured copy will be mailed to your office.

Please email to:

Your agency's account contact

Agency Email Address (please specify):

Deliver policies by:

Link + .pdf attachment Link only

MAIL ONLY

The agency and insured copies of the policy will be mailed to your agency.



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Disclosure – State of California

You may or may not be aware that there are certain rules and regulations set forth by the California Department of Insurance (DOI) and enforced by the Surplus Line Association (SLA). You, as the retail agent representing the insured are required to perform certain duties in order to contact our office for a quote on a non-admitted basis.

These duties include performing a DILIGENT SEARCH of admitted markets in the state, who do write the particular type of business being submitted. This search must be done with at least three admitted markets. These markets must have declined to offer a quote on the particular insured you are submitting to us. *It is important that you understand that a risk cannot be exported for a lower premium.*

Further, your office must complete the Diligent Search form (SL-2) providing all contact information for those three companies contacted. This must include the first and last name of the person at the company who was contacted, the complete name of the company contacted, and the full telephone number including the area code of the person contacted. There is additional information that is also required on the SL-2 form as well. Please understand that the Diligent Search forms may be audited by our firm or the SLA for accuracy. Policies cannot be bound without complete and correct forms.

The insured must be presented with the D-1 form which acknowledges that the insured is aware that the insurance they have applied for is being offered through a non-admitted market. The insured must date and sign the form and we must be provided a copy of this form along with the completed SL-2 form at time of binding (copies of both forms are attached to this letter for your reference).

You can log onto the Department of Insurance website for further information at www.insurance.ca.gov or the Surplus Lines Association website at www.sla-cal.org.

Please make all of your staff aware of the specific requirements in regard to transacting business with our office on a non-admitted basis. Thank you.

I hereby acknowledge that I have read and understand the information contained herein, and that if I become appointed with Cochrane and Company, I will fully comply with all laws and procedures governing placement of Surplus Lines business.

If appointment is approved, I hereby consent to allow Cochrane and Company to send communications via mail, e-mail and faxes as they deem necessary to keep my agency informed.

Signed: _____

Date: _____



Producer Agreement

This Producer Agreement (the "Agreement") binds Cochrane & Company (hereinafter "General Agent") and _____ (hereinafter "Producer") to the following terms, conditions, and provisions regarding the business conducted between them.

Payment

Producer agrees to pay General Agent the balance due as shown on General Agent's Statement. The payment shall be to the terms and conditions as stated on General Agent's statement. Any audits that are disputed, the producer will have 21 days to turn them back for direct collection.

Commission

General Agent will pay Producer a percentage of the premium of each policy written and paid for at a rate mutually agreed upon by General Agent and Producer. Producer shall pay a return commission at the same rate on any return premiums.

Producer shall hold any monies collected by Producer for the account of General Agent in a fiduciary capacity in accordance with the laws of the state in which the fiduciary account is located. Producer agrees that to the extent of any undisputed indebtedness to General Agent from Producer, General Agent shall have a first lien against any commissions due Producer and such indebtedness may be deducted at General Agent's option from any commissions due Producer.

Errors and Omissions

Producer agrees to procure and maintain errors and omissions insurance and promises to keep such insurance in full force and effect with policy limits of \$1,000,000, \$2,000,000 aggregate for the life of this Producer Agreement. Producer agrees to provide evidence of such insurance annually, and in any event, promptly upon request of General Agent.

Funds Representing Premiums and Return Premiums

General Agent and Producer agree to account for all funds representing premiums and return premiums, when due, according to the applicable laws of the controlling state.

Indemnification and Hold Harmless

Producer shall defend, indemnify, and hold General Agent and the insurers harmless against any claims, liabilities or costs (including attorney's fees and expenses) claimed by an insured or third party arising out of the sole negligence, errors or omissions of the Producer in the placement or processing of any business placed and/or attempted to be placed by the Producer with General Agent. General Agent agrees to hold Producer harmless from any claims, liabilities, or costs (including attorney's fees and expenses) claimed by an insured or third party arising out of the sole negligence, errors, or omissions of General Agent in the placement or processing of any business contemplated by this Agreement.

Binding Authority

During the term of this Agreement, limited authority will be granted as follows:

Producer is authorized to submit risks to General Agent for the purpose of placing insurance for such risks. General Agent may, in its sole discretion, determine whether to accept, reject, or take such other actions as General Agent deems appropriate regarding any application for the placement of insurance. Except for General Agent's indemnification obligations, in no event shall General Agent have any liability to Producer for failure to place insurance or accept renewal of any existing insurance placed for risks submitted by Producer. Producer shall at all times comply with any written policies or other guidelines provided by General Agent in connection with this Agreement.

Personal Lines: Producer has no authority on personal lines, except as otherwise set forth in any terms and conditions we extend with a quote letter.

Commercial Lines: Producer has no authority on commercial lines, except as otherwise set forth in any terms and conditions we extend with a quote letter.

The limited authority granted to Producer does not entitle Producer to waive, modify, or change any terms, conditions or rates in any Certificates downloaded from General Agent's website and provides no other authority not described in this Agreement. Producer is also not entitled to waive modify or change any terms, condition or rates in any quotes issued online from the General Agent website.

Relationship of the Parties

General Agent and Producer are independent contractors. This agreement does not create a partnership, franchise, joint venture, or employment relationship between the parties.

Ownership of Expirations

The ownership of expirations shall be the sole and exclusive property of the Producer, as long as the Producer has not abandoned the business produced, at which time the business will be transferred to another producing retail agent.

Portal

Producer's use of the online information sharing, gathering, and billing tools offered by General Agent (the "Portal") is subject to the Terms of Use, which are set forth at [<https://www.cochraneco.com/content/termsofuse.html>] (the "Portal Terms") and are incorporated herein. Producer acknowledges that Producer is responsible for the accuracy of all information provided to General Agent by Producer and its end users and that General Agent is solely relying on such information. Producer represents and warrants to General Agent that the information provided via the Portal is true and correct in all respects. Producer shall require each of its end users of the Portal to comply with the Portal Terms and any violation of such terms by any such end user will be imputed to Producer.

Termination

Either party can terminate this Agreement but must provide 30 days written notice to the other party of their intent to do so.

This Agreement will terminate automatically without notice if Producer becomes unable to pay undisputed debts as they mature, makes an assignment for the benefit of creditors, or becomes the subject of a bankruptcy, insolvency or similar proceeding.

Upon termination, the Producer shall immediately account for and remit to the General Agent any undisputed amounts due to the General Agent and shall return all General Agent property in Producer's possession.

A Credit and Security Report will be ordered on your principals. By signing this application you are providing General Agent authorization to obtain such reports.

NAME OF EACH PRINCIPAL/PARTNER/OFFICER

TITLE

OWNERSHIP
PERCENTAGE

_____	_____	_____
_____	_____	_____
_____	_____	_____

Date: _____

Date: _____

Producer

Cochrane & Company

(Signed by an Agency Principal listed above)

(Signed)

(Print Name)

(Print Name)

Title: _____

Title: _____