**PRODUCER   
PACKAGE**

**BORJAS INSURANCE SERVICES-WWW.BORJASINSURANCE.COM**



**·**



Please return the application to [**BorjasInsurance.com**](mailto:quotes@cresprograms.com)with the following information:

1. Your Agency's E&O Dec Page
2. Completed W9 for your Agency
3. Copy of Insurance License
4. Copy of your Information Privacy Policy (if applicable)

**1) Producer Questionnaire**

Legal Name of Producer Agency: \_

Broker Lic#: \_

DBAName: \_

Agency Mailing Address: \_

Telephone Number: \_

FaxNumber: \_

Email Address: \_

**Producer Agency** is:

Corporation

Wholesale Broker

LLC \_\_Partnership

\_\_ Retail Broker

Individual

**Errors & Omissions Coverage**

Carrier: \_

Expiration Date: Pro Pack - pg 1

Limits: \_

Deductible: \_

Is this agency engaged in, owned by, or controlled by, associated and/or affiliated with any other business interest?   
\_\_Yes No

If yes, please explain: \_

Please list all the individual producers at this agency who might have contact with BORJAS...

Primary Contact: \_

Accounting Contact:

Additional Producers: \_

Please indicate the major geographic area(s) in which your agency services:

List companies whose facilities have been added and/or discontinued in the last 5 years:

Company

Premium Volume

Add or Discontinue?

Reason

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**Producer Agency's approximate percentage of total volume by line of business:**

Real Estate E&O

\_\_Garage Restaurant\_

BOP\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Comp \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personal Lines \_

Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_ please describe other:

**Producer Agency's Total Premium Volume in the last 3 years (approximate):**

Year

Volume

**List major companies the agency represents and the premium volume:**

Company Name

Yrs Represented

Annual Volume

**List companies for which the agency is a Managing General Agent:**

Company Name

Annual Volume

Loss Ratio (past 3 yrs)

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**2) Applicant Questionnaire**

Name:

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

Date:

\_\_My New Markets Posting

\_\_Rough Notes Ad

\_\_ BORJAS Product Email Blast

\_\_Latin American Agents Convention   
\_\_Cold Call

**How did you hear about BORJAS (check one):**

\_\_Insurance Journal Ad

\_\_Day Convention

\_\_Focal Point Email Blast

\_\_Agents Alliance Convention

\_\_Web Search

Referral (From:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other (Describe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*A **PRINCIPAL, PARTNER, OR OFFICER MUST COMPLETE THIS SECTION\*\***

1. Has a principal or officer of your office ever been charged or convicted of fraud and/or a felony?

Yes \_\_No

1. Has your insurance license ever been suspended and/or revoked, or have you been fined by an

Insurance Dept? Yes No

1. To be considered as an approved producer for Borjas Insurance Services LLC, your signature & title are   
   required on this document. By signing this document, you are confirming the information contained   
   within this questionnaire is correct & there have been no material misrepresentations.

Print Name: \_

Signature: \_

Title: \_

Date: \_

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**3) Broker Agreement**

On this day , Borjas Insurance Services, LLC, with offices at 13920 Foothill Blvd,

Suite A, Sylmar, CA 91342 (hereinafter "Company") and with offices

at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "Broker") hereby agree to the following terms with

Respect to business placed by Broker through Company on and after the above described date.

1. Broker warrants that Broker has a broker license in Broker's name, either in an individual, partnership,   
   or corporate name, as named on the face of this Agreement, and that such license is valid and in

force at the time any insurance placed hereunder is effective or is renewed. Broker will provide   
Company with a copy of Broker's current insurance licenses and will immediately notify Company of any   
suspension, revocation, or termination of these licenses.

1. Broker shall pay to Company all premiums on all policies, including endorsements thereto, whether   
   or not collected by Broker, prior to coverage being bound.

**This agreement is subject to an open book account.**

1. Company shall pay Broker the commission rate as stated on **EXHIBIT-A** (see attached). Commissions   
   will be paid by Company to Broker after premiums are paid by broker/client and collected by the   
   Company.

In the event Broker becomes in possession of any premium funds, Broker shall hold all such premium   
funds in a fiduciary capacity as required by the laws of the states in which Broker is licensed and,   
except for the aforesaid commissions, in trust in a "Premium Trust Account" or "Trustee Account" in

a bank insured by the Federal Deposit Insurance Corporation (F.D.I.C.). Broker shall keep full and   
accurate records of account on such trust funds. Broker shall facilitate the inspection of all such records,   
including bank records, by Company upon written request by Company. No act or omission by   
Company shall waive the existence of the trust relationship.

Broker shall promptly develop and maintain adequate books and records, including written and electronic   
records, regarding the business transacted under this Agreement. Company shall have free

access at any and all reasonable times to such books and records to make copies and retrieve all data   
in any electronic storage media. Broker shall provide the utmost cooperation to Company in its   
exercise of these rights.

Broker shall not bind any coverage hereunder or with any insurer if Company is a party to the trans-   
action without the prior authorization of Company in each case.

Pursuant to a written request by Company, Broker shall cooperate promptly with Company to facilitate the   
investigation and adjustment of any claim.

Broker shall not place any advertisement respecting Company on or in any medium of communication   
without the prior written consent of Company

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1. In the event of termination of this Agreement, if Broker has promptly accounted for and remitted premiums and   
   returned unearned commissions for which Broker is liable, Broker's records and use and control of expirations   
   shall remain the property of Broker and be left in Broker's undisputed possession. Otherwise, the records and   
   use and control of expirations shall be vested in Company. Broker shall be entitled to receive commissions on   
   such policies unless Company is furnished with a written designation, signed by the Insured, of another broker   
   of record.

Nothing in this Agreement shall be construed as limiting or restricting the right of any insurer with which   
business is placed to cancel, at its sole option, any binder, policy, or other contract of insurance.

In the exercise of its right to collect any indebtedness due from Broker through the use and control of such   
expirations, Company shall be accountable to Broker for any sums received, which, net of expenses, exceed   
the amount of indebtedness.

Broker shall remain liable for the excess of the indebtedness over the sums received by Company.

Any indebtedness due from Broker shall not prevent application of the ownership of expirations pro vision in   
favor of Broker if Broker furnishes security acceptable to Company on the amount of such indebtedness to be   
held by Company until the indebtedness is satisfied.

5. This Agreement shall terminate:

(a) Upon either party giving the other at least thirty (30) days written notice,

(b) Automatically if any public authority revokes, suspends, or declines to renew Broker's license,

(c) Automatically on the effective date of any sale, assignment, transfer, merger, bankruptcy, or insolvency   
of Broker's insurance business, or

(d) Immediately upon either party giving written notice to the other of fraud, failure to remit   
balances, or gross or willful misconduct on the part of the other party

1. Forbearance, neglect, or failure by Company to enforce any or all of the provisions of this Agreement   
   or to insist upon strict compliance by Broker shall not be construed as a course of conduct or waiver   
   of any other provision or the same provision at another time.
2. If Broker breaches anyone or more of its obligations under this Agreement, Broker will indemnify   
   and hold Company harmless from and all claims, demands, causes of action, suits in law or equity, I   
   ability, loss, damages, of any nature, fines, administrative penalties, costs, expenses, and attorney   
   fees which Company may suffer or incur arising out of or resulting from, in whole or in part, any such   
   breach.
3. This Agreement, together with any Addenda attached hereto, supersedes all previous Agreements,   
   whether oral or written, between Broker and Company relating to business placed by Broker   
   through Company.
4. If an irreconcilable difference of opinion arises concerning the interpretation of this Agreement, such   
   difference shall be submitted to arbitration, one arbitrator to be chosen by Company, one by broker,   
   and an umpire to be chosen by the arbitrators before they enter upon arbitration. The arbitration   
   proceeding shall take place in the city in which the Company is located. If the arbitrators fail to agree   
   on an umpire, each arbitrator shall select one name from a list of three names submitted by the   
   other arbitrator; and the umpire shall be selected by lot between the two names chosen. If either   
   party fails to choose an arbitrator within sixty (60) days following written request by the other party

to enter upon arbitration, the requesting party may choose two (2) arbitrators who shall in turn choose an   
umpire before entering upon arbitration.

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Each party shall present its case to the arbitrators within sixty (60) days following the date of their   
appointment. The decision of the arbitrators shall be final and binding upon both parties; but fail-

Ling to agree, they shall call in the umpire and the decision of the majority shall be final and binding

On both parties. Each party shall bear the expense of its designated arbitrator and shall jointly and   
equally bear with the other party the expense of the umpire and the arbitration proceeding. If the   
arbitrators are chosen by one party as above provided, the expense of the arbitrators and the   
arbitration proceeding shall be equally divided between the parties. Any decision rendered by the   
arbitrators, whether by majority vote or unanimous approval, shall be final, binding, and non-appealable   
to any court in any jurisdiction.

1. After the effective date of termination of this Agreement, all of the rights and obligations of the   
   parties hereto, including but not limited to the collection of premiums, the accounting of premiums   
   and commissions, and settling of all balances, shall remain in full force and effect until all liabilities of   
   the parties under this Agreement are finally discharged.
2. Broker acknowledges it is an independent contractor representing the interest of their clients. Broker   
   is not an agent or employee of the Company. Broker has no authority to bind Company.
3. This is a fully integrated agreement that reflects the complete agreement between the parties. Any   
   subsequent modifications of any of the terms, conditions, rights and warrants must be in writing.

**PRODUCER AGENCY REP(S)\***

Printed Name: **\_**

Signature:

Title:

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

Printed Name: **\_**

Signature:

Title:

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

COMPANY REP

Company: Borjas Insurance Services, LLC

Signature: **\_**

Title:

Date:

\* NOTE: If Broker is doing business as an individual, broker must personally sign the foregoing Agreement in his or

Her individual capacity. If Broker is a partnership, the Agreement must be executed by the firm and by each partner   
thereof in his or her individual capacity. Attach additional pages of signatures if necessary. If Broker is a corporation, the   
Agreement must be executed by the President and the Secretary thereof under the seal of the corporation.

Commission Statement will be sent upon approval from the Company.

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Borjas Programs, LLC I 13920 Foothill Blvd Suite A, I (P) 888.299.0449 (F) 818.367.7757 I Borjasinsurance.com I Borjasinsurance@gmail.com I CA license # 007783

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