



2509 Lake Avenue, Altadena, CA 91001  
P: 626.817.9100  
F: 626.817.9105  
WWW.GWMGA.COM

Welcome to Greenwood General Insurance Agency. In order to be appointed with us and to access our website, please follow the instructions below.

Please be sure to fully complete and sign the following forms:

- PRODUCER APPLICATION**
- PRODUCER AGREEMENT**
- ACH / EFT AGREEMENT**
- W-9 FORM**

Upon completion, please submit along with the following forms:

- Copy of your valid E & O**
- Copy of your Agency License**

**Fax: (626) 817-9105**  
**or**  
**Email: [info@GWGeneral.com](mailto:info@GWGeneral.com)**

If you need assistance, please contact us at (626) 817-9100.

## GREENWOOD GENERAL INSURANCE AGENCY PRODUCER APPLICATION

Agency Name (DBA):		
Mailing Address:		
Phone:	Fax:	Website:
Physical Location(s):		

### Agency License Information

Legal Entity	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Other
License #:	State	Expiration Date:		

### Principal's Information

Name	Title	Email

### Staff Information (REQUIRED for website login)

Name	Title	Email

### CARRIER or MGA you currently do business with

Name of Carrier or MGA	Type of Coverage	Written Premium

### Bond / E & O / Tax Information

Bond Company:	Bond #:	Expiration Date:
E & O Carrier:	Policy #:	Expiration date:
SSN / FEID #:		

### Bank Information (TRUST Account)

Bank Name:	
Account #:	Routing #:

GREENWOOD OFFICE USE	
<input type="checkbox"/> Independent Broker – California P & C Licensee	<input type="checkbox"/> Agent – Non California Resident Licensee
Producer Code	Approved By

# PRODUCER AGREEMENT

This agreement is made and entered into by and between Greenwood General Insurance Agency (Herein after called the “**General Agent**”) and

Producer

\_\_\_\_\_  
(Herein after called the “**Producer**”)

Agency License #

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

Whereas the producer desires to offer business to the General Agent and the General Agent desires to consider such offerings, now therefore, the Producer and the General Agent agree to be bound by the following terms with respect to such offerings.

1. If all underwriting guidelines are met and followed, the General Agent shall bind coverage effective on the date requested by the Producer. The Producer shall have no authority to bind any coverages on new or renewal business or claim hereunder, or make any changes in terms and conditions of any policy of insurance and bonds issued or offered by the General Agent.
2. The Producer is not an agent, employee or representative of the General Agent or any insurer represented by the General Agent. No act of the Producer shall be binding on the General Agent or any insurer represented by the General Agent. The Producer shall be transacting business on behalf of his/her client and not the General Agent.
3. In the event the Producer holds only an agent's license and it is necessary that a sub-appointment be made, the Insurance Company agrees to license the producer for the express purpose of complying with the agency license laws of the state wherein the agent resides and in accordance with the agreement entered into by the agent, as Producer, and its General Agent, but this agreement shall confer upon the agent no authority, express or implied, to bind or obligate the Insurance Company in any respect, either as to risks being submitted for consideration or as respects changes in the terms and conditions of any policy or binder issued by the company or by its General Agent.
4. In the event of an unauthorized binder or other unauthorized statement of coverage by the Producer, the Producer agrees to indemnify, hold harmless and defend the General Agent and/or any company represented by the General Agent, against any and all judgment or settlement and for all loss and expense, including but not limited to, attorney fees and investigation costs, incurred by the General Agent or any company represented by the General Agent in the payment or defense or claim or loss resulting from said unauthorized binder.
5. The Producer shall be responsible for collecting payment of all earned premiums whether or not collected by the Producer from the insured. All application for insurance must be complete and submitted with the correct net premium, including all policy fees, state taxes, stamping fees and all other applicable charges. Net premium in this regard refers to total gross premium less the Producer's commission.
6. The General Agent will allow Producer commissions at such rate stipulated by the General Agent. The Producer shall pay the General Agent a return commission at the same rate on any premiums, including return premiums on cancellations ordered or made by the General Agent. It is agreed that there will be no commission paid on any policy fees, taxes or other fees added to the policy, unless agreed upon in writing by the General Agent.
7. The Producer expressly agrees and authorizes the General Agent to sweep the Producer’s trust account via Automated Clearing House (ACH) for any and all payments due to General Agent, including but not limited to, net premium, additional premium, etc. Any and all funds due to Producer, including but not limited to, return premium, broker commission, etc., shall be paid via ACH.

\_\_\_\_\_  
Initial

8. Additional premiums, which developed by audit or inspection or on reporting form policies will be handled as follows:

The Producer's duty to pay the General Agent such additional premiums will be satisfied within 30 days from the billing date. If the Producer is unable to collect the premium due, the Producer must request in writing that the premium be taken over for Direct Collection by the Company within 30 days of the billing date. If Direct Collection is taken by the Company, the Producer will forfeit all commissions on the premium collected by the Company. If the Producer fails to notify the General Agent within 30 days of the billing date, the Producer will be held responsible for all premiums due.

9. The Producer agrees that no flat cancellation shall be allowed. The Producer shall be responsible for arranging for the return to the insured any unearned premium and unearned commissions that belong to the insured. Any violation of the foregoing shall be considered a breach of the Producer's fiduciary responsibilities and obligation to the General Agent and its insurers and Companies. The Producer recognizes that any violation of the terms of this paragraph shall be sufficient cause for rescission of this agreement.

10. The General Agent will take reasonable steps to provide the Producer reasonable advance notice of the expiration of all policies, but failure to provide such notice shall not render the General Agent liable in this regard. The General Agent expressly recognizes the independent ownership by the Producer of the business covered by this agreement; however, in the event it is necessary for the General Agent to cancel this agreement for violation by the Producer, the Producer agrees to relinquish all rights or claims to subsequent renewals, additional premiums, or commissions thereon insofar as may be necessary to satisfy the General Agent.

11. The Producer agrees to cooperate fully with the General Agent to facilitate the investigation and adjustment of any claim when and as requested by the General Agent and under any such rules and regulations as may be agreed upon from time to time.

12. The Producer shall not insert any advertisements respecting the General Agent in any publication or issue any circular or paper referring to the General Agent without the consent of the General Agent first obtained in writing. In case the General Agent shall be subjected to loss or expense growing out of any such unauthorized or statement of the Producer, the Producer shall be liable for all costs and damages arising there from.

13. The Producer agrees that the Producer will provide each insured with an explanation of the terms and provisions of the policy of insurance and/or bonds including, but not limited to coverage being offered, amendments, and exclusions contained within the policy of insurance or bonds.

14. All applications, exclusions and waiver forms must be signed by the "named insured". The Producer shall under no circumstances sign on behalf of the applicant or named insured any forms related to the transaction of business. The applicant must review, complete and verify as true and correct the entire application package, including underwriting and program guidelines, and personally sign all forms. The Insurance Company deems all questions on the application "material" to its decision to accept the risk presented by the Producer.

15. The Producer hereby grants permission to General Agent to communicate pertinent information by facsimile or email to Producer.

16. The Producer agrees to maintain its license and keep it in good standing and agrees to provide the General Agent with copies of its license, certifications, bonds, and errors and omissions insurance policy with limits no less than \$1,000,000 during the full term of this agreement and to update those annually or as requested.

17. Provided Producer is in compliance with all terms and conditions of this Agreement and further provided that Producer will not have caused or contributed to the making of a claim on one or more policies of insurance which Producer has placed through The General Agent, The General Agent will indemnify and hold harmless Producer and its officers, directors, and employees from all claims arising out of any willful misconduct or negligent act or omission of the General Agent, so long as such act or omission is deemed grossly negligent, with respect to or arising from its services or obligations under this Agreement.

18. Producer agrees to indemnify and hold harmless the General Agent, directors, any of its employees, agents, underwriting companies, claim adjusting companies, or insurance companies, from and against any and all claims arising out of or relating to any alleged act or alleged failure to act by the Producer which results in any claim, loss, award, penalty, demand, action or cause of action against the General Agent or its underwriting companies, claim adjusting companies, or insurance companies, whether or not said claim, loss, award, penalty, demand, action or cause of action be meritorious. Producer agrees to promptly notify the General Agent of any claim, demand, action or cause of action made against Producer. Producer agrees to indemnify the General Agent and/or any of its underwriting companies, claim adjusting companies or insurance companies from any and all loss, expense, settlement or judgment including expenses of investigators, expert witnesses, court costs, and attorney fees arising from or relating to any alleged failure to act on the part of the Producer whether or not said claim, loss, award, penalty, demand, action or cause of action be meritorious.

19. Producer agrees to indemnify and hold harmless the General Agent, its shareholders, directors and employees, against any and all claims, demands, actions, liability, losses, damages, penalties, judgments, costs and expenses, including without limitation, attorney fees, disbursements and court costs, made or instituted against, or incurred by the General Agent, its shareholders, directors and employees which arise directly or indirectly out of any act or omission of the Producer, or its employees or representatives.

20. The Producer shall abide by the Fair Claims Settlement Practices Regulations when handling claims. The Producer shall immediately or within 24 hours of receipt of Notice of a Claim, send all claims notices, claims documents and any claims related material to the General Agent or the Insurance Company.

21. In the event any provision of this agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the agreement, and the agreement shall be construed and enforced as if the illegal or invalid provision(s) had not been included.

22. In the event of any dispute arising between the parties relating to this agreement, it is agreed that the only venue for litigation shall be Los Angeles County, California. It is also agreed that the prevailing party in any such litigation shall be entitled to recover all reasonable attorney fees, legal fees and costs, and other expenses arising out of such action.

The Producer acknowledges that he understands the limitations contained in this Agreement and that no business submitted for consideration is effective until acceptance is indicated in writing by the General Agent or the insurer represented by General Agent.

This agreement supersedes and replaces any and all previous agreements and shall be effective as of the date entered below and shall remain in full force and effect until cancellation. Cancellation may be effectuated by either party providing written notice of cancellation by mail to the party's last known address. Cancellation of this agreement will become effective after the date of mailing and any such cancellation shall comply with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby enter into this agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**Greenwood General Insurance Agency**  
**2509 Lake Avenue**  
**Altadena, CA 91001**

**Producer:** \_\_\_\_\_  
Agency Name

\_\_\_\_\_  
General Agent's Signature

\_\_\_\_\_  
**Producer's Signature**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
**Print Name Title**

**GREENWOOD GENERAL INSURANCE AGENCY**

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION  
FOR AGENT/BROKER SWEEP ACCOUNT ONLY**

Agency Name	
Accounting Contact	
Phone and Email	

**TRUST Account (Agency sweep for premiums only)**

Bank Name:	Phone Number:
Bank Address	City, State, Zip
Trust Account Number	Routing Number

**OPERATING Account (Your commission will be credited to this account)**

Bank Name:	Phone Number:
Bank Address	City, State, Zip
<b>Operating Account</b> Number	Routing Number

I hereby authorize Greenwood General Insurance Agency and their affiliates and subsidiaries ("Company") to present Electronic Funds Transfer (EFT) items against the Agent's/Broker's account indicated above at the depository named above for payment of settlements due by the Agent/Broker to the Company, or by the Company to the Agent/Broker for the amounts submitted and to the corresponding policies/bonds designated by Agency's/Broker's authorized Ggeneral.com users. I also authorize the financial institution where this account is held to honor the withdrawals. It is agreed that these withdrawals and adjustments may be made electronically and under the Rules and Regulations of the National Automated Clearing House Association. I acknowledge it is the Agency's/Brokerage's responsibility to have sufficient funds in this account to cover each withdrawal. If any EFT withdrawals are declined for any reason, I understand the Agency/Brokerage will be charged for the amount of the declined withdrawals and charges will be reflected on the Agency's/Brokerage's commission statement. I have also read and agree, on behalf of the Agency/Brokerage, to the Greenwood Agency/Brokerage Sweep EFT Terms and Conditions. This authorization for EFT does not affect the Agent's/Broker's primary obligation for payment to the Company. This authorization shall remain in full force and effect until Company is notified, in writing, that the authority granted herein has been revoked or amended by the Agent/Broker. The Agent/Broker acknowledges that it is using this authorization for EFT in full compliance with applicable laws and regulations regarding Agent's/Broker's obligation to maintain fiduciary accounts. The Agent/Broker will indemnify and hold Company harmless for any and all claims arising from alleged or actual violation of any law or regulation regarding fiduciary accounts arising from the use of this EFT authorization.

Application of Payments:

1. Funds withdrawn will be applied only to the designated policy/bond number.
2. You agree to have the funds in the designated account on the date you request coverage (issuance) and the EFT withdrawal, whether or not the date falls on a business day

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**IMPORTANT: You must attach a voided check or bank specification sheet from the account to be debited. Please allow 48 hrs from submission for account to be activated. FAX TO: 626-817-9105**