



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):

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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):

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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):

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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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## Producer Agreement

This 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 for the life of this Producer Agreement. Producer agrees to provide evidence of such insurance 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 Cochrane & Company 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 Cochrane & Company. Cochrane and Company 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 Cochrane & Company in the placement or processing of any business contemplated by this Agreement.

### Binding Authority

Limited authority will be granted as follows:

**Personal Lines:** You may bind personal lines classes that have rates in our fax retrieval guide, per the underwriting guidelines only. Risks not shown in our fax retrieval guide, or submit terms, must be extended from our office by writing.

You may bind eligible risks no sooner than:

- 1) postmark date
- 2) date received by Cochrane & Company, if using our courier service.
- 3) Faxed date. We suggest if you use courier service to fax us a copy of binding date is crucial.

**Commercial Lines:** Our agents have no authority on commercial lines, except what 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. 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.

### 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.

### 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 Cochrane & Company authorization to obtain such reports.

NAME OF EACH PRINCIPAL/PARTNER/OFFICER	TITLE	OWNERSHIP PERCENTAGE

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

Producer

\_\_\_\_\_  
(Signed by an Agency Principal listed above)

\_\_\_\_\_  
(Print Name)

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

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

Cochrane & Company

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Print Name)

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