



**GIG INSURANCE GROUP, INC. PRODUCER AGREEMENT**

This agreement is made and entered into on \_\_\_\_\_ by and between the GIG Insurance Group, Inc., a Florida corporation, herein referred to as GIG and \_\_\_\_\_, a \_\_\_\_\_ licensed insurance agency (agent), herein after referred to as PRODUCER.

The PRODUCER wishes to be appointed as a PRODUCER to GIG and in consequence the PRODUCER agrees to the following:

1. The PRODUCER will furnish the GIG with:
  - a) A copy of the PRODUCER’s current insurance license (agent, broker or individual as directed by GIG) for each state the PRODUCER wishes to submit business to GIG. The PRODUCER will send all renewals of their license to GIG to demonstrate that the PRODUCER continues to be licensed to effect insurance.
  - b) Proof of Professional Liability Insurance (certificate, photocopy of the Dec page, etc.). the PRODUCER will provide annual proof of Professional Liability Insurance at each renewal thereof.
2. The PRODUCER agrees to pay all premiums within 20 days of the effective date of the policy, unless GIG authorizes any variance in such procedure. Backdating of a policy does not relieve the PRODUCER of their duty to pay GIG within 20 days of the effective date of the policy.
3. The PRODUCER has no authority to accept or bind any risk on behalf of GIG or any Insurer represented by GIG. Risks will only be bound when GIG confirms such to the PRODUCER in writing. Once the PRODUCER requests GIG to bind a risk the PRODUCER will assume full responsibility for payment of the premium and agree to pay GIG even if the client does not pay the PRODUCER. (Provided of course that GIG agrees to bind the risk)

4. The PRODUCER will furnish GIG with the completed, enclosed W9 Form.

5. Commission:

<u>Program Business</u>	<u>New</u>	<u>Renewal</u>
Director’s & Officers Liability	12.5%	12.5%
Crime/Fidelity	12.5%	12.5%

6. The PRODUCER shall retain 100% ownership of all renewals. “As such GIG will not use PRODUCER’s customer’s underwriting or policy information to solicit insurance and shall not disclose such information to anyone other than the company, or underwriter represented by GIG in connection with this agreement” Those parties

hereto agree to hold harmless, indemnify, and defend each other against all loss, cost and expense, including attorney's fees, related to any claims, judgments or settlements incurred by the party as a result of any error, omission, or intentional act of the other party or resulting from the other party's failure to perform under the authorized scope of the Agreement.

7. It shall be the duty and responsibility of the PRODUCER to immediately notify GIG of any change in the insurance license status or ownership of the PRODUCER. PRODUCER shall indemnify GIG for any fines, sanctions etc. imposed by any State upon GIG due to violations by the PRODUCER of any licensing laws.

**Disclaimer:** This agreement does not confirm any rights or appointment to the PRODUCER as an agent, subagent or legal representative of the GIG or any insurance company whom the GIG represent. The intent of this Agreement is solely to ensure that the PRODUCER is adequately licensed, has professional Liability Insurance and is made aware of the PRODUCER's responsibility to pay premiums on a timely basis to GIG. This Agreement may be cancelled without notice at any time by either party to this Agreement. Cancellation of the Agreement however, would not relieve the PRODUCER of their duty to pay all premiums due.

Address:

Address:

**GIG Insurance Group, Inc.**  
750 East Prospect Road  
Fort Lauderdale, FL 33334

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Eric S. Gifford, Vice President  
GIG Insurance Group, Inc.

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

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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,