

# WESTPOINT INSURANCE GROUP

5625 West 111<sup>th</sup> Street . Chicago Ridge, IL 60415  
(800) 318.7709 – Toll Free Phone . (708) 636.3915 Fax  
Website: [www.westpointinsurance.com](http://www.westpointinsurance.com)

## AGENT’S AGREEMENT

**Under this Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, Westpoint Insurance Group, hereinafter called “WIG” appoints \_\_\_\_\_ hereinafter called “Agent,” who accepts the appointment as an Agent representative to obtain applications for insurance on behalf of insurance carriers to be specified by WIG.**

**The parties agree to the following terms and conditions:**

### Agent Agreement

This agreement is made and entered into between:

Agent: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ St \_\_\_\_\_ Zip Code \_\_\_\_\_

Whereas the Agent desires to place business with WIG and WIG desires to arrange acceptable offerings, the Agent and WIG agree to be bound by the following terms with respect to such business:

### Section 1 – Binding Authority & Representation

Agent does not have authority to bind policies or certificates of insurance without express written consent of WIG.

Agent shall not advertise, nor make any representations on behalf of WIG which are not approved by Westpoint in writing prior to use by Agent. In case of unauthorized action by Agent, the Agent agrees to pay all costs and damages arising therefrom.

**Section 2 – Premium Remittance** - In consideration of the acceptance of insurance business from the Agent by the Company it is agreed and understood that the Agent will pay to WIG at WIG’s principal place of business the balance due on all policies, endorsements, binders, certificates, and/or other balances relating to insurance arranged by WIG. Agent will remit payment to WIG within 20 days of the effective date of coverage or the date of the invoice , whichever

last occurs. Agent agrees to remit all premiums and taxes earned on insurance contracts arranged by WIG regardless of the collectability or collection status of the account by the Agent.

### **Section 3 - Collections**

WIG shall be entitled to reimbursement covering cost of collections, including but not limited to reasonable attorney's fees, incurred in efforts to collect unpaid premiums. WIG is also entitled to reimbursement of any penalties levied by any governmental agency or regulatory authority due to failure of the Agent to remit proper taxes and/or fees.

### **Section 4 - Cancellation**

If any premium shall be refunded for any reason or cause, either before or after termination of this contract, the Agent shall repay to Westpoint, on demand, all commissions previously allowed on that premium.

### **Section 5 - Compliance with State Law**

Agent warrants that it carries the required state accident, health, property, casualty, surplus lines, or any other required state license for any account placed with WIG. Agent is responsible for any required statutory surplus lines notice to Policyholder, collection of surplus lines taxes and/or state stamping fees, and remittance of surplus lines taxes and stamping fees to proper regulatory authorities, when necessary.

**Section 6 - Commissions** WIG shall allow the Agent, as commission, a percentage of the premium on each policy written and paid for under this agreement at a rate mutually agreed upon by Agent and WIG. The Agent shall be obligated to pay return commission at the same rate on any return premiums due the insured.

**Section 7 - Producer** will supervise Agent in selling insurance plans hereunder in accordance with information provided by Westpoint.

### **Section 8 - Errors and Omissions**

The undersigned Agent verifies that Errors and Omissions coverage with at least a \$500,000 per Occurrence limit of liability exists and is in good standing. It is understood that evidence of such coverage may be requested from time to time by WIG.

### **Section 9 - Termination of Agreement**

This agreement may be cancelled at any time by either party hereto upon written notice to the other.

### **Section 10 - Audit**

WIG shall have access at reasonable times and with reasonable notice to Agent's books, records, and accounts for the purpose of determining any facts related to the business covered by this Agreement.

### **Section 11 - Unification**

This agreement constitutes the full agreement of the parties with respect to the types of business covered hereunder and supercedes all previous or contemporaneous agreements, oral or written, between WIG and Agent with respect to such business.

**Section 12 – Jurisdiction**

It is mutually understood and agreed that this Agreement shall be governed by the Laws of the state of Illinois both as to interpretation and performance.

**Section 13 – Independent Contractor**

Nothing contained in this Agreement shall be construed to create the relationship of employer/employee between Westpoint and Agent. Agent is an independent contractor. Agent has no authority to incur any debt in the name of Westpoint.

IN WITNESS WHEREOF, This Agreement has been executed by the Parties hereto, effective as of \_\_\_\_\_, 20\_\_\_\_

**AGENT SIGNATURE:** \_\_\_\_\_

**AGENT:** \_\_\_\_\_ **AGENCY:** \_\_\_\_\_  
Please Type or Print

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Tel Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

Upon completion of this form, please attach Agent/Agency License and copy of E&O dec page.

<p><b>GENERAL AGENT SIGNATURE:</b> _____ <b>GA CODE #:</b> _____</p> <p><b>APPROVED BY:</b> _____</p> <p><b>RISK OFFICIAL</b> Date ____ Day _____ Month, 20__ Year</p>
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