

BROKER PACKET

Thank you for your interest in becoming a broker for the Counter Products offered through Sonoran National!

Once we receive the completed Broker Questionnaire, along with a copy of your current E&O declaration page and licenses in the states where submissions will be received, it will then be reviewed and we will contact you immediately if there are any questions.

Following is the information needed to quote:

- 1) Completed and signed SLI/RLP application.
- 2) Completed and signed PAI/PEC application.
- 3) Fleet list (year, make, model).
- 4) Loss runs for fleet and Counter Products lines of business (if this is not available, then a formal resume is required).
- 5) Limited License – where required by State.
- 6) Rental Agreement (full copy is required).

Thank you, again, for allowing us to assist you with your clients' Counter Products needs.

If there are any questions regarding this information, please contact Marie Gosney at 1-866-998-1001.



Sonoran National Insurance Group
7502 E. Pinnacle Peak Rd., Suite B-210
Scottsdale, AZ 85255

(480) 998-1001 / Toll Free (866) 998-1001 / Fax (480) 998-1002

Sub Producer Program Questionnaire

Name of Agency _____
 Address _____
 City, State, Zip _____
 Agency Owner(s) _____

_____ Year agency established _____
 Phone _____ Fax _____

Please provide a brief history of the agency: _____

List states agency operates & markets in _____

No. of Producers _____ Other staff No. _____ Website _____

Primary Contact _____ Title _____

Contact email address _____

Accounting Contact _____ Title _____

Contact email address _____

State	License #	State	License #
1.		3.	
2.		4.	

Please attach current copies of licenses for all states where business will be written

- A. Has the agency or any principal been charged with, convicted of, or pleaded nolo contendere to any felony? Violation of any state insurance department regulation or statute? Violation of any federal securities or investment related regulation or statute? Yes _____ No _____
- B. Are you now the subject of any complaint, investigation, or proceeding that could result in a "yes" answer to the question above? Yes _____ No _____

Please attach a separate sheet containing complete details for any "Yes" response.

Errors & Omissions Carrier _____ Policy Number _____

Policy Limits _____ Expiration Date _____

Please attach a current copy of your declarations page.

Sub Producer Program Questionnaire (continued)

List top four markets and coverage lines written:

Carrier	Coverage Lines	Volume
1.		
2.		
3.		
4.		

Why specifically are you interested in an additional market? _____

How much volume can you give us, if our products are competitive, in the next 12 months?

Please provide details of the agency's marketing plan if you wish consideration for appointment as a sub producer for coverage lines where you have no current book _____

Please provide one reference.

Name _____ Phone _____
 Relationship _____ Years Known _____

I hereby certify that the information contained herein is true and correct without any material omission

By _____ Date _____

Title _____



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BROKER AGREEMENT

Instructions: Complete in duplicate and return both originals to Sonoran National Insurance Group. One original will be returned to you.

Peakstone Financial Services, Inc., DBA Sonoran National Insurance Group, hereinafter referred to as “we”, “us”, or “our”, as Managing General Agent or Program Manager for various affiliated or unaffiliated insurance companies, agrees to open an account for:

(Name of Agency or Licensed Producer) hereinafter referred to as “you” or “your”.

Business Entity (check one): Corporation Individual Proprietorship Partnership
 LLC

Agency Type (Check all that apply): Excess & Surplus Lines Wholesale
 Retail

Employer I.D. (F.E.I.N.) No. _____ S.S.No. _____

This Agreement governs the relationship between you and us for underwriting and binding commercial property-casualty insurance and surety bonds. It replaces all previous contracts or Agreements, whether oral or written, between you and us for such business.

YOUR RESPONSIBILITIES AND AUTHORITY

GENERAL PROVISIONS

You are responsible for obtaining complete submissions from the accounts that you represent, and you will use your best efforts to obtain all underwriting information we request and to obtain compliance by your accounts with all our underwriting requirements. Accounts submitted to us by you for consideration are not effective to establish insurance coverage, bond lines or bond issuance until confirmation in writing is received from us. We, in our sole discretion, reserve the right to accept or reject any submission by you.

You agree to abide by all rules and requirements established by us, or the insurance carriers represented by us, governing the placement of insurance or bond(s). You have no authority to issue quotations on our behalf or to bind us or any insurance carriers we represent, or to issue bond(s) on our behalf or on behalf of any insurance carrier we represent, except as expressly permitted in writing by us or such insurance carrier. You shall have no authority to extend the time for payment of premium, to waive or extend any policy obligation or condition, or to incur any liability on our behalf, unless we expressly grant such authority to you in writing. You will obtain all required documents from your accounts as requested.

You acknowledge that we and the insurance carriers we represent have the right, in our sole discretion, to determine under what circumstances and conditions insurance or bonds will be issued to your accounts. Neither we, nor the insurance carriers we represent shall have any liability to you or your accounts arising out of the failure or refusal to issue any insurance or bonds.

You will strictly abide by all our quoted proposal terms and credit terms. The acceptance of insurance or bonds based on such proposal will be deemed acceptance of all associated terms. All insurance or bonds issued to you shall be delivered to your accounts in a timely manner and in full compliance with our instructions and conditions.

APPLICATIONS

You shall use our application, without modification, to secure information in which we underwrite each account. Unless permitted in writing, you may not alter it in any way, other than in completing the necessary questions in order to obtain the quotation.

INDEMNITY

You shall hold us harmless from, and shall indemnify and defend us against, all claims, damages, liabilities, and expenses arising from, or out of your acts, errors, or omissions, including your principal owners, officers, directors, employees, and representatives. This provision shall survive the termination of this Agreement. Throughout the term of this Agreement, you will maintain errors and omissions coverage acceptable to us and which provides contractual liability coverage covering this indemnity provision, and to provide us with proof of such coverage with limits not less than \$1,000,000 per claim, with an insurance carrier that maintains an AM Best Rating of at least A-.

CERTIFICATES OF INSURANCE & BINDERS

You are granted no authority to issue Certificates of Insurance. Any certificates or binders may only be issued by our office. Neither we nor the insurance carrier(s) represented by us will be liable for claims arising out of your issuance of a Certificate of Insurance or Binder without authorization.

QUOTES & PROPOSALS

You will be provided a proposal for all quoted counter products. You must obtain a signature from your client accepting coverage on the proposal in order to bind coverage.

PREMIUMS, COMMISSIONS AND ACCOUNTING

We shall be responsible for the billing & collection of all premiums unless expressly agreed upon in writing. You agree to immediately deliver to us any collateral, fees, or premium by you from your accounts should they be sent to you in error. No payment for premium, a deposit or collateral for insurance or bonds is considered as paid to us until such premium or collateral is actually received in our office.

OUR RESPONSIBILITIES

GENERAL PROVISIONS

We will send billings or receive monthly manual billings from your clients monthly and pay commission to you monthly.

We have no responsibility for any of your expenses, and you will be considered as an independent contractor.

We assume no responsibility to you or your customers with regard to the adequacy of coverage or limit of liability on any insurance policy or bond issued to your customers by any insurance carrier. We shall use our best efforts but not be liable for any delay in responding to submissions or requests.

INDEMNITY

We will hold you harmless from and shall indemnify you against claims, damages, liabilities, and expenses arising as a direct result from:

- Our error or omission in preparing, billing, or servicing any policy or endorsement, except to the extent that you caused, contributed to, or compounded such error.
- Failure of a policyholder to receive notice of cancellation, nonrenewal, or any notice affecting coverage, where we send notices directly to the policyholder, except to the extent that you caused, contributed to, or compounded such error.
- Our actual or alleged failure to comply with the requirements of the Fair Credit Reporting Act, Federal Truth in Lending Law, Fair Credit Billing Act, Federal and State Privacy Laws, or failure to comply with the requirements of any other laws where you are supplied forms by us, or following instructions or procedures established by us, except to the extent that you caused, contributed to, or compounded such failure; or damages sustained and caused by any of your actions using forms supplied by us, or following instructions or procedures established by us, except to the extent that your failure to follow such forms, instructions, or procedures caused, contributed to, or compounded such damages.

You will give us written notice as soon as you receive notice of any action relating to the liabilities referred to in our indemnity provision above. We will be entitled, but not required, to participate in such action or to assume the defense of any such action. If you fail to promptly notify us of any action, or fail to cooperate fully with us in the defense of such action, we will be relieved of our indemnification obligations. If we assume the defense of any such action, we will not be liable to you for any legal or other expenses subsequently incurred by you in connection with such action, without our prior approval of the expense.

CLIENT RELATIONSHIPS

We recognize your relationship with your account(s)/client(s). We agree not to directly solicit the business of accounts submitted to us by you while account is written through Sonoran. It is expressly understood and agreed by you, that in the normal course of business, we or the insurance carrier(s) represented by us will from time to time have occasion to deal directly with your account(s)/client(s) for various purposes including, but not limited to, account servicing and loss control. In the event that we terminate this Agreement because of breach of the Agreement by you, or in the event that your account(s)/client(s) change their broker of record, you relinquish and waive all right to claim to subsequent renewals, additional premiums, or monthly commissions effective on earned premium after the effective date of such BOR.

CLAIMS

You shall immediately notify us of any claim of which you become aware on any policy of insurance, bond or otherwise, and shall provide us with all relevant information of which you are aware or subsequently obtain and will provide your full cooperation to us and any insurance carrier in connection therewith.

YOUR LEGAL STATUS

You warrant that you are and will remain, a licensed broker and/or agent in good standing in the jurisdiction(s) in which your account(s)/client(s) has/have its/their principal business office with respect to the business produced under this Agreement. You shall immediately notify us of any change in your license status.

