



About Us!

ClearSide General specializes in Personal Lines Automobile coverage. Our philosophy is to provide a *select* group of agents an exclusive opportunity to do business with an organization that values the company-agent relationship. We offer quality programs with the innovation and personalized service you need to be successful.

President & CEO Byron Storms had a “Clear Vision” when establishing ClearSide. Build a General Agency designed to service the needs of the agent community, with a personal touch that is missing in today’s marketplace.

ClearSide General has exclusive agreements with financially sound carriers including GMAC Insurance rated A- (Excellent), and AmTrust rated A (Excellent) by A.M. Best Company, the most widely know and respected independent insurance rating and information service. For the latest A.M. Best Rating, access www.ambest.com. Our systems, technology, operating platform and unique marketing strategy will provide our brokers and policyholders with competitive products, quality customer service and ease of use they expect and deserve.

“The Clear Solution For Your Auto Insurance Needs.”

New Appointment Checklist

| <u>Date</u> _____ | <u>Check</u> |
|---|---------------------|
| 1) Producer Application | _____ |
| 2) Producer's Agreement | _____ |
| 3) W-9 Form | _____ |
| 4) EFT Authorization Form with a voided check | _____ |
| 5) License-Expiration Date _____ | _____ |
| 6) E & O Dec. Page (Min. limit \$300,000)-Expiration Date _____ | _____ |
| 7) Agency Management System (if applicable) _____ | _____ |
| 8) Comparative Rater (if applicable) _____ | _____ |

Please submit these documents to ClearSide General

PO Box 606
Rancho Cucamonga, CA 91729
PH: (909) 944-1400
FX: (909) 243-7560
License No. 0G67839
marketing@clearsidegeneral.com

PRODUCER APPLICATION

Producer Information

1. Business Name (DBA): _____ Contact Name & Title _____
2. Mailing Address: _____ City: _____ State: _____ Zip: _____
3. Physical Address (if different than mailing): _____
4. Phone: (____) _____ - _____ 5. Fax: (____) _____ - _____ 6. General Email: _____
7. Owners Email: _____ 8. Website: _____
9. Principal, Partner and or Corporate Office:
 - Principal Name: _____ Title: _____
 - Home Address: _____ City: _____ State: _____ ZIP: _____
 - Home Phone / Cell Number: (____) _____ - _____ SSN #: _____ Lic#: _____
- 10: Incorporated: Y or N – Type: Corp. LLC Sole Proprietor Partnership FEIN: _____

Questions (Circle)

- | | | |
|---|-------|----|
| 1. Have you or your firm ever been named in any suit? | Yes | No |
| 2. Have you or your firm ever filed for bankruptcy? | Yes | No |
| 3. Have you or your firm ever been investigated by the Department of Insurance? | Yes | No |
| 4. Have you ever been convicted of a criminal felony? | Yes | No |
| 5. If convicted of a criminal felony, was it reported to the Dept. of Insurance | Yes | No |
| 6. Have you had a contract cancelled or denied? | Yes | No |
| 7. How many years in business? | _____ | |
| 8. Number of locations? | _____ | |

(Please attach a list containing each office address, licensed producer, and contact info.)



Top Carriers Represented

| Company Name | YTD Written Premium | PIF |
|--------------|---------------------|-----|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

License Information

Complete for all licensed producers that will be writing business for ClearSide General.
Please include a copy of a Producer's license for each branch location:

Producer Name: _____ Title or Position: _____

Home Address: _____ City: _____ State: ___ Zip: _____

Social Security Number: _____ Date of Birth: _____ Home Phone # _____

Resident License Number: _____ Exp Date: _____

***I HEREBY AUTHORIZE CLEARSIDE GENERAL TO OBTAIN A BACKGROUND CHECK REPORT AND I UNDERSTAND IT MAY CONTAIN INFORMATION ABOUT MY CREDIT WORTHINESS, CHARACTER, AND CRIMINAL HISTORY.

x Producer Signature: _____

I hereby acknowledge that the ClearSide General Insurance Services, LLC and/or its representatives, may from time to time, conduct personal, business, or financial credit or reference checks of the applicant, its owners, officers or licensed employees. I also certify that the information herein is true and accurate.

Principal Signature _____ Date _____

Producer's Agreement

This agreement made this _____ day of _____, _____ by ClearSide General Insurance Services, LLC. ("ClearSide") and _____ a retail insurance agency, ("Producer").

I. PRODUCER'S AUTHORITY

- A. Producer is an independent contractor who will exercise its own judgment in the conduct of its business. Producer is not an employee of ClearSide and is free to represent such other companies as Producer shall consider appropriate. Producer has exclusive control of its time and of the conduct of its business and is responsible for all expenses incurred in the operation of its business. Producer agrees to be bound by all underwriting guidelines, rate guides, rules, regulations, commission schedules, procedures and other written policies or instructions provided to Producer by ClearSide ("ClearSide's Underwriting Guidelines").
- B. The Company grants authority to the Producer to solicit and receive applications and downpayments for the classes of insurance coverages set forth in the Company's current programs and rate manuals, as amended or changed from time to time; subject, however, to Producer restrictions dictated by the laws of the state where the Producer is authorized to write insurance and to the terms and conditions specified in this Agreement. The Producer has the authority to receive applications for and bind such insurance coverages, and to collect, receive and receipt for downpayments and premiums for same. All applications and downpayments received by the Producer must be forwarded to the Company within the Producer's 72 hour binding authority. All requests for cancellations of policies, endorsements and other modifications of existing policies must be forwarded to the Company within the Producer's 72 hour binding authority. The Producer's authority to bind coverage is RESTRICTED as follows:
 - 1. Authority is restricted to coverages regularly written by the Company.
 - 2. The producer does not have authority to issue policies, endorsements or cancellation notices unless specifically authorized to do so, in advance, in writing by the Company.
 - 3. In no event may the Producer permit a broker or solicitor employed or engaged by the Producer to bind the Company.
- C. Producer agrees that all supplies furnished to Producer by ClearSide shall remain the property of ClearSide and shall be returned upon request.
- D. Producer hereby grants to ClearSide access and review of Producer's books, records and files during normal business hours, for the purpose of determining any fact relating to money due ClearSide or any other fact relating to business placed with ClearSide by Producer.
- E. Producer shall not publish or distribute any advertisements, circulars or other materials referring to ClearSide or containing ClearSide's name without first securing written approval from ClearSide.

II. UNDERWRITING CONTROL OF THE COMPANY

ClearSide reserves the right to refuse any policy at any time or to cancel any policy subject to the provisions of Section VI.

III. COMMISSIONS

- A. Commissions may be revised by mutual agreement of Producer and ClearSide or by ClearSide giving Producer at least 30 days advance notice of the proposed revisions and the effective date. Producer acknowledges such right to amend and waives any longer notice period that may be available under applicable statutes, rules or regulations. Producer agrees that undistributed commissions in the hands of ClearSide at any time may be offset against any monies due ClearSide.
- B. In the event that ClearSide shall either during the term of this Agreement or after its termination refund premiums under any policy by reason of cancellation or otherwise, the Producer shall immediately return to ClearSide the commission received on the premium refund.

IV. EXPIRATIONS AND RENEWALS

- A. Producer and ClearSide expressly recognize Producer's independent ownership of the policy expirations covered by this Agreement and Producer shall retain ownership of these expirations during and after the termination of this Agreement so long as Producer has fulfilled its obligations under this Agreement. Producer hereby assigns to ClearSide as security for its obligation to pay ClearSide, but not in payment, all sums due or to become due to Producer from the insured or insureds for whom such Policies were produced by Producer for ClearSide and with full authority in ClearSide to demand and collect these sums. On premiums so collected by ClearSide, Producer shall be entitled to no commission.
- B. To further secure the payment, when due, of any and all sums which may become due ClearSide hereunder, Producer grants to ClearSide a security interest in the expirations and renewals of Policies procured through ClearSide, including the ownership,

exclusive use of same, and to have the rights of the holder of a security interest granted by law (including but not limited to the right of foreclosure) to effectuate this security interest; and Producer agrees to surrender peaceable possession of same to ClearSide on demand.

- C. Producer agrees that this Agreement or any copy thereof may be filed as a financing statement if ClearSide so elects. Producer hereby agrees to sign a UCC-1 Form and any other documents required to secure ClearSide's interest in the expirations and renewals.

V. BILLING PROCEDURES

- A. Producer shall submit promptly to ClearSide all applications for policies and remit the gross premiums (without deduction of commissions) for or payable on such policies, in accordance with the provisions of ClearSide's Underwriting Guidelines. Producer shall be responsible for remitting all collected premiums to ClearSide. If Producer fails to remit premiums or earned commissions or any other amount due ClearSide, Producer agrees to pay the reasonable costs of collection, including attorney fees.
- B. ClearSide shall mail or deliver to Producer a copy of underwriting requests for cancellation or nonrenewal notices.
- C. Subject to the rights of Company under Section IV, ClearSide shall upon request of Producer following termination of this Agreement, supply Producer with a list of all policyholders, policy numbers and the expiration dates of the policies.

VI. POLICY CANCELLATIONS

Any Policy may be cancelled by ClearSide, subject to any limitation or restrictions contained within the policy. A policy may be cancelled by ClearSide in accordance with all statutory and regulatory provisions.

VII. INDEMNIFICATION OF AGENT

- A. ClearSide shall indemnify and hold Producer harmless:
 - 1. Against any claims, liabilities or costs of defense which Producer may become obligated to pay as a result of loss to policyholders caused by an error of ClearSide in the processing of policies under this Agreement unless Producer has caused, contributed to or compounded such error.
 - 2. Against any and all civil liability for damages and expenses, including the cost of defense, that Producer may be obligated to pay as a direct result of the failure of ClearSide to comply with the requirements of the Fair Credit Reporting Act, Federal Truth in Lending Law and Fair Credit Billing Act, unless that such failure to comply has been caused or contributed to by any act or omission of Producer.
- B. ClearSide's obligation to indemnify shall be conditional upon prompt notification by Producer to ClearSide of any claim made or legal action brought against Producer which is subject to indemnification as set forth above and ClearSide shall have the right to direct the investigation, settlement and defense of any such claim or action. ClearSide shall not be obligated to indemnify Producer to the extent the Producer has valid and collectable insurance applicable to any damage or liability.

VIII. INDEMNIFICATION OF CLEARSIDE

Producer agrees to fully indemnify and hold harmless ClearSide, its successors and assigns from any and all judgments, losses, damages, costs and expenses, including attorney's fees which ClearSide may at any time sustain because of the failure of Producer to comply fully with the terms, provisions and obligations of this Agreement, including, but not limited to the payment to ClearSide of all sums of money which may become due ClearSide from Producer thereunder and any agreement to indemnify ClearSide. This Agreement to indemnify and hold ClearSide harmless shall include the reasonable attorney's fees and related expenses incurred to prosecute or defend any lawsuit, administrative proceeding or arbitration; shall extend to any claim or assertion that Producer breached or waived any provision of any policy, endorsement or application; and shall include any claims or assertions of bad faith, breach of covenant of fair dealing, unfair claims or insurance practices, deceptive trade practices, extracontractual or exemplary damages arising wholly, or in part, from the action or inaction of Producer.

IX. TERMINATION AND AMENDMENT

- A. The agreement shall terminate:
 - 1. Automatically if any public authority cancels or declines renewal of Producer's license or Certificate of Authority.
 - 2. Automatically on the effective date of sale, transfer, assignment or merger of Producer's business provided, however, that ClearSide, at its option, may offer a Producer's Agreement to any successor who meets the Company's requirements for appointment.
 - 3. Upon either party giving at least thirty (30) days advance written notice to the other. The provider acknowledges ClearSide's right to terminate and waives any longer notice period which may be available under applicable statutes, rules or regulations.

4. Immediately upon either party giving written notice to the other in the event of abandonment, fraud, insolvency, or gross and willful misconduct on the part of such party.
- B. If this Agreement is terminated as provided in Sub-Section A3, above;
1. The Producer's authority to solicit, bind or execute contracts of insurance for new business will cease at the same time notice of termination of this Agreement is given.
 2. All provisions of this Agreement shall remain in full force and effect including Section III, COMMISSIONS except that Producer agrees that after termination ClearSide may pay a commission rate less than the prevailing commission rate paid its active producers.
 3. ClearSide shall continue to provide to the policyholders all normal and appropriate services on all in force insurance contracts without interruption until said contracts may lawfully be terminated.
- C. ClearSide may amend this Agreement, including any addendum attached hereto, upon thirty (30) days prior written notice to Producer. Producer acknowledges such right to amend and waives any longer notice period which may be available under applicable statutes, rules or regulations.

X. GENERAL PROVISIONS

- A. Producer agrees to purchase and maintain a policy of errors and omissions insurance in limits no less than \$500,000 with an insurance carrier which is rated no less than "B" by A.M. Best. Producer will provide ClearSide with a copy of the declarations page for said policy, and upon each renewal of said policy. Producer agrees that failure on the part of Producer to maintain said errors and omissions policy will be grounds for immediate termination of this contract.
- B. Producer agrees to immediately notify ClearSide in writing if producer is ever convicted of a criminal felony.
- C. ClearSide shall include all credits for salvage and subrogation recoveries on agency loss exhibits.
- D. Should a conflict exist as to which producer is authorized to represent an insured with respect to any insurance policy, Producer shall supply ClearSide with a written Agent of Record Letter from the insured.
- E. Producer shall have no authority to admit liability or compromise claims or accept proof of loss on the part of ClearSide in any manner except in accordance with specific claim settlement authority extended to the Producer in writing.
- F. Producer agrees to comply with all laws affecting its operation and to maintain its qualifications for licensing by appropriate authorities.
- G. If any provision of this Agreement should be invalid the remainder of this Agreement shall not be affected.
- H. If Producer attempts to assign this Agreement in violation of Section IX, Producer remains liable to ClearSide for all obligations to ClearSide arising before and after the attempted assignment. Moreover, Producer shall remain liable to ClearSide for all obligations to ClearSide arising before a permitted assignment, unless ClearSide has consented, in a written agreement, to the assumption of any obligation of Producer to ClearSide by an assignee.

In connection with your application for a Producer's Agreement (1) an investigation may be made including, if applicable, information as to character, occupation, general reputation, personal habits, health, financial condition, mode of living, and (2) additional information as to the nature and scope of investigation request will be furnished you, upon your written request made within a reasonable time after you receive this notice.



In witness whereof, Producer and ClearSide have caused this Agreement to be executed this _____ day of _____, 20_____.

Producer:

ClearSide General Insurance Services, LLC.:

| | |
|--------|--|
| By: |  |
| Print: | Byron Storms |
| Title: | President & CEO |
| Date: | |



Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see Instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requestor's name and address (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.

Social security number

OR

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

Sign Here Signature of U.S. person ▶ Date ▶

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,



ELECTRONIC FUNDS TRANSFER (EFT)
AND CHECK AUTHORIZATION AGREEMENT

ClearSide General Insurance Services, LLC ("ClearSide") is hereby authorized to present EFT items on the broker's account indicated below and the depository name below for payment and settlements due to ClearSide by the broker's or for payment of the settlements due to the broker by ClearSide.

This arrangement does not affect producer's primary obligation for payment. This authorization is to remain in effect until ClearSide is notified to the contrary in writing.

Bank Name

Bank Phone Number

Bank Name and Branch (or Main Office) (Street, City, State and Zip)

Name/Title on Bank Account

Checking Account Number

ABA Routing Number

Producer Name (DBA)

ClearSide Producer Code

Contact Person and Telephone Number

Fax Number

Authorized Signature on Account

Date

ATTACH VOIDED CHECK HERE