



Horizon E & S Insurance Brokerage
875 S. Westlake Blvd., Suite 218
Westlake Village, CA 91361
T 805.494.6553
F 805.494.6778
www.horizonsurplus.com

TO: John Michael, CPCU, ARM FROM: _____
Horizon E & S Insurance Brokerage
Fax: 805.494.6778

RE: Brokerage Agreement

Enclosed is our completed Broker's Application. I have included the following information:

- Signed and Completed Agreement With Broker
- Signed and Completed Producer Questionnaire
- Completed W-9 Tax Form
- Copy of Current E & O Declarations Page
- Copy of Home State Resident License(s)
- Preferred email address(s):

HORIZON E & S INSURANCE BROKERAGE

Broker Agreement

This Agreement is By and Between

(Full legal name of "Broker" including fictitious name, if any)

(Address)

Hereinafter referred to as "Broker" and Horizon Risk Incorporated, A California Corporation doing business as "Horizon E & S Insurance Brokerage", Its successors and/or assigns, hereinafter referred to as "wholesaler".

The Purpose of this Agreement:

Broker desires access to the insurance carriers doing business with wholesaler and wholesaler agrees to accept submissions from Broker for the purpose of placement into such carriers under the following conditions:

1. Broker shall be licensed as a Fire and Casualty Broker in accordance with the insurance statutes of the state(s) in which broker is licensed and such licensing shall be maintained by the Broker during the term of this agreement. In the event that Broker's license is suspended, revoked or cancelled, Broker shall return all commissions paid during the period which licensing was not maintained and indemnify wholesaler for all other damages and costs sustained by wholesaler.
2. Broker agrees that no employment or agency relationship exists between Broker and Wholesaler. Broker is strictly prohibited from acting in any way which could cause a third party to believe that Broker is an employee or agent of wholesaler.
3. Broker shall not have authority to bind any coverage with any of wholesaler's insurance facilities, or make any changes in the terms or conditions of any coverages placed through wholesaler. Broker shall not have authority to issue binders, certificates or any other form used as evidence of coverage for coverages placed through wholesaler.
4. Broker shall obtain authority from any of Broker's insureds before placing their insurance through the insurance facilities of wholesaler and warrants that if Broker signs applications for insurance of behalf of any insured, Broker shall have obtained prior authority from such insured.
5. Broker agrees to promptly pay wholesaler any open accounts or other valid indebtedness arising out of or relating to this agreement and Broker further guarantees to pay earned premiums (including minimum premiums, audit premiums and all other charges for the time coverage is in effect on any insurance written through the facilities of wholesaler including return commissions on any return premiums) whether or not insured(s) pay Broker such premiums. Broker agrees that no flat cancellation shall be allowed.
6. No deposit or payment accepted or received by Broker for premium due shall be deemed paid to wholesaler until such payment shall be actually received by wholesaler.
7. Broker shall promptly notify wholesaler in writing of any claim, demand, lawsuit or other action or report of such known to Broker in which wholesaler or any of its underwriting or servicing companies are named.

8. Broker understands that in the event Broker or any of Broker's subproducers or affiliate companies or representatives are named in litigation arising out of or related to the performance by the Broker of the terms and provisions of this agreement, neither wholesaler nor any of its insurance facilities shall be obligated to defend, indemnify, or hold Broker harmless from such litigation. Nothing herein shall preclude wholesaler at its option from undertaking Broker's defense though any such undertaking on the part of wholesaler shall be deemed an accommodation and not a contractual obligation.
9. In the event of litigation between Broker and wholesaler, the prevailing party shall be entitled to an award of reasonable attorneys' fees and court costs in addition to any and all other damages to which the prevailing party may be legally entitled.
10. Wholesaler shall have no responsibility for any Broker expenses.
11. This agreement shall be effective as of the date hereinafter written and shall remain in force and effect until cancellation which may be effected by either party giving to the other a written notice of cancellation mailed by first class postage pre-paid or sent by facsimile transmission (fax) to the other party at the address first hereinafter written or such other address as may from time to time in writing be specified by either party to this agreement for the giving of notice.
12. If Broker is a partnership or corporation, the persons signing this agreement for and on behalf of Broker agree that they assume individual, personal responsibility for the obligations of the Broker to be performed in accordance with the terms and provisions of this agreement, and that the individual liability of the signers of this agreement for and on behalf of the broker shall be joint and several.
13. Wholesaler may, from time to time, mail, fax or email marketing materials, product updates or announcements to Broker.

Dated this _____ day of _____, 200__ at Westlake Village, CA

Signature of "Broker"

(Title)

Horizon E & S "wholesaler"

(Title)

Producer Questionnaire

Horizon E & S Insurance Brokerage

Surplus Line Brokers

875 S. Westlake Blvd., Suite 218, Westlake Village, CA 91362

Tel: (805) 494-6553 Fax: (805) 494-6778 License #0D58518 www.horizonsurplus.com

1. Name of Firm: _____
2. DBA (If Applicable): _____
3. Address _____
City _____ State _____ Zip Code _____
Telephone: () _____ Fax: () _____ Email: _____@_____
4. Date Business Established: _____ Number of Employees: _____ Insurance License Number: _____
5. Type of Entity: Sole Proprietor Corporation Partnership L.L.C.
6. Social Security Number (if individual) or IRS Number (all other): _____
7. Do you have an in-force Errors and omissions policy? Yes No
8. Name of E & O Carrier: _____ Policy Number: _____ Exp: _____
Policy Limits: \$ _____
9. Trust Account Number: _____ Bank: _____
10. Describe the type of business produced by your agency: _____

11. List your major carriers: _____
12. In the past 10 years, has any enforcement action, investigation, reprimand or fine been brought against your firm or any of its employees? Yes (Explain) No _____
13. In the past five years, has your firm or any of its employees been sued for malpractice? Yes (Explain) No
13. Please provide the following information regarding the OWNER, PRINCIPAL PARTNER or PRESIDENT of your firm:
Name: _____ Title: _____
Home Address: _____
Social Security Number: _____ Name of Spouse: _____

I understand that a routine inquiry may be made regarding my personal credit history, my firm's credit history, my personal background and my firm's background. I further understand that I may request in writing the results of any investigation(s), their nature and scope.

Date: _____ Authorized Signature: _____

Title

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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	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.

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:

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. person (including a U.S. resident alien).

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 ▶
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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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,