



# Sun Coast General Insurance Agency, Inc.

## **Producer Appointment Agreement**

Personal Lines Auto  
Commercial Lines  
Professional Lines  
Boat & Yacht  
Commercial Ocean Marine

**Sun Coast General Insurance Agency, Inc.**

PO Box 30750

Laguna Hills, CA 92654

## **INSTRUCTIONS TO COMPLETE APPLICATION FOR APPOINTMENT**

Thank you for your interest in a Sun Coast General appointment. We appreciate the opportunity to review your application. Regardless of the lines of business you desire to write with us, the appointment process is the same. This process provides us with the opportunity to see if Sun Coast General is a good fit within your agency.

We offer a variety of Personal Lines, Commercial Lines, and Ocean Marine products. Most of our products do not require a volume or book roll commitment. Some of our products are only available on a limited distribution offering.

If you have a large book of business and would like to have your own private label program, please advise our Marketing Specialist.

Please follow these steps:

1. Complete the Producer Appointment Application Packet.
2. Attach the following:
  - a. Copy of current E&O Declarations Page
  - b. Copy of Broker Bond (if Broker)
  - c. Copy of Insurance Agent/Broker License
  - d. If you are a start up / new venture, your business plan and resume.
3. Email, Fax or Mail the entire package to our Marketing Department:

**Sun Coast General Insurance Agency, Inc**  
**PO Box 30750**  
**Laguna Hills, CA 92654-0750**

**Marketing FAX:** 949-768-0542  
**Marketing Email:** [Marketing@SunCoastInsurance.com](mailto:Marketing@SunCoastInsurance.com)

Upon receipt of your completed Producer Appointment Packet, our Marketing Specialists will review your packet for completion and contact you to let you know the remaining steps needed to get you appointed. In some instances, you will be given immediate access to our programs.

We look forward to working with your agency.

## APPLICATION FOR SUN COAST GENERAL PRODUCER APPOINTMENT

*This application must be completed by the Licensed Producer or designee on behalf of the firm. All questions must be fully answered and the application signed by an owner, officer, or principal of the firm.*

### BUSINESS ENTITY BASIC INFORMATION:

Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Websites: \_\_\_\_\_

Form of Business Entity:  
-Individual, -Partnership, -Corporation, -LLC, -Other: \_\_\_\_\_

TIN/EIN/SSN: \_\_\_\_\_ State of Domicile / Incorporation: \_\_\_\_\_

Agency License# \_\_\_\_\_ State: \_\_\_\_\_ Date Agency First Established: \_\_\_\_\_

Additional States Licensed & License #: \_\_\_\_\_

### OWNERSHIP / CONTACT INFORMATION:

List Anyone With Ownership Interest In Agency:

<u>Name:</u>	<u>Home Address:</u>	<u>SSN #:</u>	<u>% Interest</u>

Contact Information For Key Personnel:

<u>Position:</u>	<u>Name:</u>	<u>Email:</u>	<u>Phone #:</u>

List All Agency Locations:

<u>Location #</u>	<u>Street Address</u>	<u>City</u>	<u>ST</u>	<u>Zipcode</u>	<u>Phone</u>	<u>Fax</u>

**BUSINESS DETAILS:**

01. Which Insurance Associations Does Your Agency Have An Active Membership In:  
 – Agent Alliance,  – IBN,  – IIA,  – LAAA,  – PIA,  – Other: \_\_\_\_\_

02. Agency Management System Used: \_\_\_\_\_

03. Agency Management Downloads Used: \_\_\_\_\_

04. Rating Services Used: \_\_\_\_\_

05. Number Of Employees For Each Category:

<b><u>CATEGORY</u></b>	<b><u># STAFF</u></b>
<b># Licensed Sales Agents/Solicitors:</b>	
<b># Not Licensed (have contact w/customers):</b>	
<b># All Others (no customer contact):</b>	
<b>Total Number of Employees:</b>	

06. List The Top 5 Carriers Within Your Agency:

<u>Carrier Name</u>	<u>Date Appointed</u>	<u>Personal Lines Annual Premium</u>	<u>Commercial Lines Annual Premium</u>	<u># New Apps Per Month</u>

07. Percentage of Business You Write By State:

<u>AZ</u>	<u>CA</u>	<u>CO</u>	<u>NV</u>	<u>UT</u>	<u>Other</u>

08. **Annual Premium By Line** (Approximate Last 12 Months of Written Premium Volume).

<b>PERSONAL LINES</b>	<b><i>Annual Premium</i></b>
Auto:	
Homeowners:	
Boats/Personal Watercraft:	
Umbrella:	
Mexico Tourist Auto/Motorcycle/RV:	
All Other:	
Total Personal Lines:	
<b>COMMERCIAL LINES:</b>	
Commercial Auto:	
Professional Lines:	
BOP/Package:	
Mono Line General Liability:	
Mono Line Commercial Property:	
Workers Comp:	
Ocean Marine:	
All Other:	
Total Commercial Lines:	
<b>LIFE / HEALTH / FINANCIAL:</b>	
Total Life/Health/Financial Lines:	
<b>TOTAL:</b>	

09. List Any Additional Notes or Information About Your Agency That You Would Like Us To Know:

Signature of Owner, Partner, Director or Applicant \_\_\_\_\_

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

Title \_\_\_\_\_

Date of Signature \_\_\_\_\_



## PRODUCER EFT “AUTHORIZED ACCOUNT”

**This is the account we will withdraw authorized down payments and installments from.**

### PRODUCER EFT / AUTHORIZED ACCOUNT:

By completing this section, the producer hereby agrees that Sun Coast General Insurance Agency, Inc. is authorized to present EFT items on the producers account indicated below, for payment and settlements due to Sun Coast by the producer.

I understand that it is my responsibility to notify Sun Coast when my bank information changes. I also understand that failure to notify Sun Coast of a change in my banking information could result in funds continuing to be withdrawn or deposited to this account.

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_  
 Transit / ABA Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

This authorization is to remain in full force and effect until SUN COAST has received written notification from me of its termination in such time and such manner as to afford SUN COAST a minimum of 10 days to act on it.

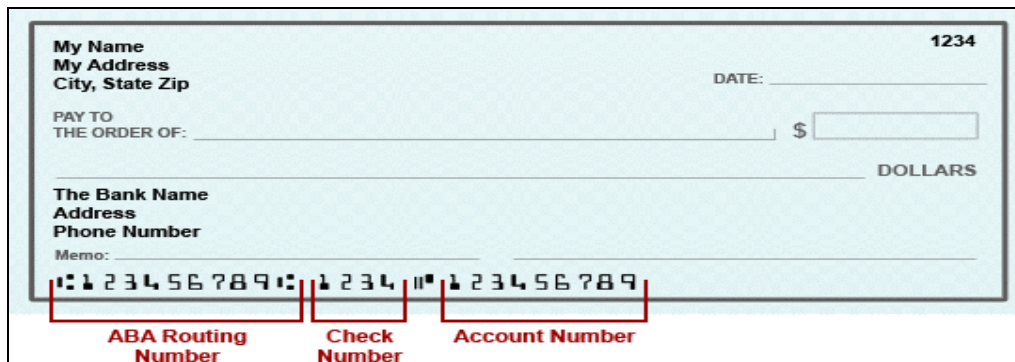
Name: \_\_\_\_\_  
 (Print: Last, First & Middle Name)

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

**\*\* PLEASE ATTACH A VOIDED CHECK IN THE SPACE BELOW \*\***

**Where do I find the numbers you are requesting?**

1. Your **Routing Number** is between the “I:” symbols. It’s a 9-digit number.
2. Your **bank account** number is to the right of the **Routing number** and may be up to 17 digits in length. It is preceded by a “II\*” symbol. Your check number may be encoded on this line. Do not include this number. See example below.





## PRODUCER COMMISSION DEPOSITS

This is the account we **deposit** your commissions to.

### PRODUCER COMMISSION DEPOSIT ACCOUNT:

By completing this section, the producer hereby requests that Sun Coast General Insurance Agency, Inc. use this account for depositing commissions and returns.

I understand that it is my responsibility to notify Sun Coast when my bank information changes. I also understand that failure to notify Sun Coast of a change in my banking information could result in funds continuing to be deposited to this account.

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_  
 Transit / ABA Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

This authorization is to remain in full force and effect until SUN COAST has received written notification from me of its termination in such time and such manner as to afford SUN COAST a minimum of 10 days to act on it.

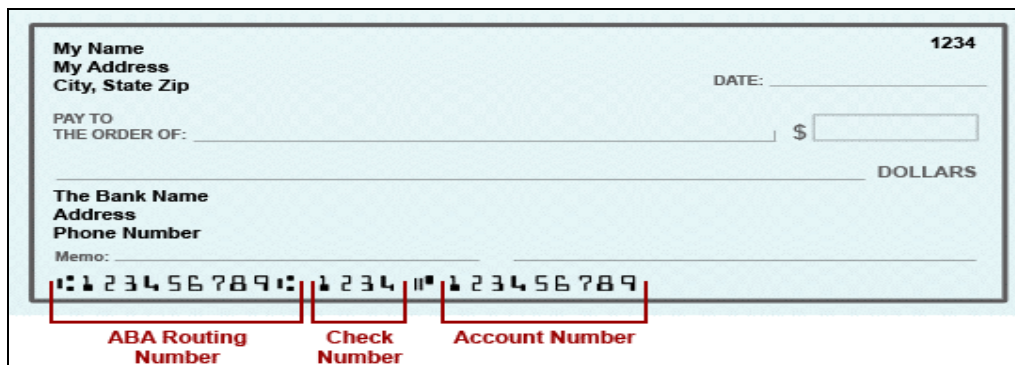
Name: \_\_\_\_\_  
 (Print: Last, First & Middle Name)

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

**\*\* PLEASE ATTACH A VOIDED CHECK IN THE SPACE BELOW \*\***

**Where do I find the numbers you are requesting?**

1. Your **Routing Number** is between the "I:" symbols. It's a 9-digit number.
2. Your **bank account** number is to the right of the **Routing number** and may be up to 17 digits in length. It is preceded by a "II\*" symbol. Your check number may be encoded on this line. Do not include this number. See example below.



## 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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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 the "Name" line 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									

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

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 ▶
------------------	----------------------------	--------

### 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,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# Sun Coast General Insurance Agency, Inc.

PO Box 30750  
Laguna Hills CA 92654-0750

Administration 949-768-1132  
Marketing Fax 949-768-0542  
Email: [Marketing@SunCoastInsurance.com](mailto:Marketing@SunCoastInsurance.com)  
CA License # 0691052  
[www.SunCoastInsurance.com](http://www.SunCoastInsurance.com)

## PRODUCER AGREEMENT

Prod # \_\_\_\_\_

THIS AGREEMENT made this [redacted] day of, [redacted], 20[redacted], between Sun Coast General Insurance Agency Inc, PO Box 30750, Laguna Hills, CA 92654-0750 (hereinafter "COMPANY"), and Insurance Agency named below;

<b>Insurance Agency Name:</b>	
<b>Physical Street Address:</b>	
<b>City, State, Zipcode:</b>	
<b>Mailing Street Address:</b>	
<b>City, State, Zipcode:</b>	
<b>Phone #</b>	
<b>Fax #</b>	
<b>Email Address:</b>	
<b>Website:</b>	

Check Appropriate Box:

- A Corporation; or
- A Partnership; or
- An Individual

(Hereinafter called "PRODUCER").

"COMPANY", hereby makes available its facilities to the "PRODUCER", for the submission of proposals for insurance for such contracts as the COMPANY has authority legally to receive subject, however, to restrictions placed upon the PRODUCER and COMPANY by law in the jurisdictions within which the PRODUCER is authorized to write, and to the terms and conditions hereinafter set out. The COMPANY and the PRODUCER hereby agree that PRODUCER is not and cannot be considered an employee of the COMPANY and is acting as an independent contractor in all matters relative to this Agreement, and further agree as follows:

Now therefore, it is mutually agreed as follows:

1. OWNERSHIP OF THE BUSINESS. The COMPANY recognizes the independent ownership by the PRODUCER of the insurance business subject to this Agreement. However, in the event it becomes necessary for the COMPANY to cancel this Agreement by reason of violation by the PRODUCER of any of the provisions of this Agreement, before or after termination, the use and control of expirations shall be vested in the COMPANY only

for the benefit of protecting the interest of the COMPANY, provided the PRODUCER is unable to properly or legally service the business.

## 2. PRODUCERS' SCOPE OF AUTHORITY

A. The PRODUCER shall have no authority whatsoever to:

1. Hold itself out as an employee, partner, equity holder, joint venture or associate of the COMPANY.
2. Hold itself as an agent of the COMPANY in any manner, or for any other purpose, than is specifically prescribed in the Agreement.
3. Alter, modify, waive, or change any of the terms, rates, or conditions of policies or contracts for insurance either prior to or following issuance of policy.
4. Correspond or act on the COMPANY'S behalf with respect to state or local governmental bodies without the prior written consent of the COMPANY.
5. Authorize any claim settlement or to bind the COMPANY in any way having to do with any claim matter and/or claim settlement.

B. The COMPANY reserves the right, in its sole discretion, and without liability to the PRODUCER or the PRODUCER'S client, to disprove or reject any application for insurance and PRODUCER shall explain this right to and notify its clients thereof.

C. The authority of the PRODUCER shall be subject at all times to the superior authority of the COMPANY who may, from time to time, amend this Agreement. In the event COMPANY does so amend this Agreement, said amendment must either be accepted in writing by said PRODUCER within three (3) days of notice and receipt of said amendment by PRODUCER or, at the option of COMPANY and on writing notice to said PRODUCER, said Agreement may be terminated.

D. COMPANY expects that PRODUCER has entered into this Agreement with the intent of good will and mutual benefit to COMPANY and PRODUCER. Should PRODUCER commit fraud or abuse of any product or program made available to PRODUCER by COMPANY, including dishonesty, breach of trust, theft, misappropriation of money, breach of fiduciary duty or fair dealings with COMPANY or it's customers; PRODUCER immediately forfeits all future commissions that would otherwise be due to PRODUCER and any product / program Addendums will immediately terminate for cause.

3. ELECTRONIC MAIL AUTHORIZATION. PRODUCER will provide COMPANY with an email address that is monitored by PRODUCER on a daily basis for communication by COMPANY. Any email address provided by PRODUCER or PRODUCERS employee shall fall under this master authorization by PRODUCER. PRODUCER agrees to "white list" COMPANY with their email vendor, and not to mark emails by COMPANY as spam. Should PRODUCER provide cell phone numbers for communication, PRODUCER agrees that text or voice messages may be sent to each cell phone number provided by PRODUCER as an additional means of communication by COMPANY.

4. INTELLECTUAL PROPERTY AND CONFIDENTIALITY. PRODUCER agrees that all COMPANY works of authorship, inventions, technologies, forms, processes, procedures, vendor interactions (whether patentable or not), shall be considered COMPANY intellectual property and/or trade secrets. The PRODUCER agrees to hold the COMPANY intellectual property and/or trade secrets in confidence and to take reasonable precautions to protect such information (including, without limitation, all precautions the PRODUCER employs with respect to its own confidential technologies, processes and materials); and not to divulge or cause to be divulged any such material or any information derived there from to any competitor or vendor; and not to copy or reverse engineer any such information or product thereof. Without granting any right or license, the COMPANY agrees that the foregoing shall not apply with respect to any information following the disclosure thereof or any information that the PRODUCER can document;

- (i) was, is, or becomes (through no improper action or inaction by the PRODUCER or any affiliate, agent, consultant or employee of the PRODUCER) generally available to the public; or
- (ii) was in its possession or known by it without restriction prior to receipt from the COMPANY; or
- (iii) was rightfully disclosed to it by a third party without restriction; or
- (iv) was independently developed without use of any information of the COMPANY by employees of the PRODUCER who have had no access to any such information.

The PRODUCER may make disclosures required by law or court order provided the PRODUCER uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the COMPANY to participate in the proceeding.

5. COMMISSION. An Addendum to this agreement will be issued advising PRODUCER of the commission amount offered by COMPANY for each program / product. Refer to each program / product Addendum for details. The PRODUCER shall pay the COMPANY a return commission at the same rate on any return premiums, including return premiums on cancellations ordered or made by the COMPANY. COMPANY may cancel this Agreement or any Addendum if there are no commissions earned for six (6) consecutive statements.

PRODUCER agrees that any undistributed commission in the hands of COMPANY at any time may be applied to an offset against any funds due COMPANY from the PRODUCER.

If PRODUCER fails to pay monies due, as herein provided, the PRODUCER shall pay to the COMPANY, in addition to all sums due, interest of two percent (2%) per month on such delinquency from the commencement date of said delinquency, or the highest amount that may be permitted by pertinent State law, whichever is greater.

6. PREMIUM AND ACCOUNTS. The PRODUCER shall accept the COMPANY'S monthly statement, which shall be submitted to the PRODUCER after the end of the account month. Such statement will include Insurer, Policy Number, Named Insured, Premium or Return Premium, Commission allowance, and Net Balance Due. The net balance due as shown on the statement shall be settled between the parties within ten (10) days after the end of the month for which the statement was rendered.

When the PRODUCER indicates they have collected specific premiums from a customer, the PRODUCER hereby guarantees all premiums due to the COMPANY on insurances bound as a result. Any credit extended to the Insured or others by the PRODUCER shall be at the sole risk of the PRODUCER.

7. BINDING AND CANCELLATION OF INSURANCES. The PRODUCER is neither granted authority by the COMPANY to bind the COMPANY to any risks nor to cancel any policy issued by the COMPANY. However, nothing in this Agreement shall be construed as limiting or restricting the right of the COMPANY to cancel any binder, policy or contract of insurance issued under this Agreement in accordance with the cancellation provisions of such binder, policy, contract, insurance regulation, or law.
8. CLAIMS. The PRODUCER shall immediately notify the COMPANY of all claims, suits and notices of loss and agrees to fully cooperate with the COMPANY to facilitate the investigation, adjustment, settlement and payment of any claim when and as requested by the COMPANY.
9. ADVERTISING. The PRODUCER shall not insert any advertisement referring to the COMPANY or any affiliate of the COMPANY, or issue or cause to have issued any letter, circular, pamphlet or other publication or statement so referring, without the express written consent of the COMPANY. In the event the COMPANY shall be subjected to loss or expense arising out of any unauthorized advertisement, publication or statement of the PRODUCER, the PRODUCER shall be liable for all resulting damages and costs.
10. INSPECTION AND AUDIT. The COMPANY or its duly authorized representatives may inspect or audit any insurances bound hereunder or the subject matter thereof. The PRODUCER shall cooperate with the COMPANY and at the COMPANY'S request, assist the COMPANY in the inspection or audit of any records relating to the subject matter of this Agreement. This includes forwarding copies of complete files and documentation by fax, email or other means requested by COMPANY. If PRODUCER fails to cooperate or not allow COMPANY to inspect or audit its files, the PRODUCER understands that this is considered a breach of trust and fair dealings with COMPANY and is subject to cancellation for cause.
11. COMPLIANCE WITH STATUTE. The PRODUCER warrants compliance with all applicable, laws governing the conduct of business, which is the subject of this Agreement, including but not limited to the Surplus Line Law(s) of the jurisdiction(s) involved and the Federal Fair Credit Reporting Act. The PRODUCER will advise the COMPANY of the appropriate license holder and the license numbers being used in making any filings on behalf of the COMPANY to satisfy any state requirements.

The PRODUCER has authority to solicit and submit applications for insurance covering such classes or risks as the COMPANY may, from time to time, make available by Addendum, provided that the PRODUCER is currently licensed in various State(s) and is accepted and approved by the COMPANY. Such authority is further defined in the COMPANY'S guidelines or manuals supplied to the PRODUCER, which may be amended and may alter the risks deemed acceptable to COMPANY or the methodology of transacting with COMPANY. This Agreement shall be terminated if any public authority cancels or declines to renew the aforesaid license of PRODUCER.

12. **ERRORS & OMISSIONS.** The PRODUCER warrants and represents to the COMPANY that the PRODUCER has a valid and in force contract of liability insurance covering the PRODUCER for damages occasioned by errors or omissions alleged to have been caused by the PRODUCER. The PRODUCER shall provide COMPANY, upon execution of this Agreement and annually thereafter, with a Certificate of Insurance as evidence of coverage and will notify COMPANY in writing within ten (10) days at any time such coverage is terminated or interrupted for any reason whatsoever.
13. **CANCELLATION OF AGREEMENT.** This Agreement may be cancelled voluntarily at any time by either party giving written notice to the other. After the date of cancellation of this Agreement, unless otherwise stipulated at the option of the COMPANY, the PRODUCER shall continue to service all in force policies. This includes the collection and accounting to the COMPANY for all premiums, commissions and other transactions unaccounted for on the date of cancellation or arising thereafter in respect of outstanding insurances. In case the COMPANY shall find it necessary to perform any duty otherwise required of the PRODUCER under this Agreement, the PRODUCER shall be liable for all costs incident thereto.

COMPANY, for any of the reasons indicated in this Agreement, may cancel this Agreement for cause. PRODUCER understands and agrees that cancellation for cause will result in an immediate forfeiture of all future commissions due PRODUCER. Cancellation for cause includes, failure to maintain a valid Insurance License, failure to provide copy of current Errors & Omissions coverage upon request, a breach of fair dealings or fiduciary responsibilities with COMPANY or its customers, or for the violation of any other requirement in this Agreement or any subsequent Addendum issued to PRODUCER.

All sections of this Agreement outlining each parties rights and responsibilities shall survive any cancellation.

14. **HOLD HARMLESS GUARANTEE.** Each party agrees to defend, indemnify and hold the other party harmless from any loss, expense, fine, penalty or damages resulting from any violation of the Agreement or any violation of law or regulation governing business transacted under the Agreement to the extent that the other party has contributed or compounded the error resulting in such loss, expense, penalty or damages. A party that agrees to indemnify the other party may investigate, defend and settle such claims with the cooperation of the other party. However, if the COMPANY determines in its sole discretion that a claim is part or typical of a class action or series of similar claims and may create adverse precedent against the COMPANY, the COMPANY may make any investigations, settlement or defense that the COMPANY determines to be appropriate, including the selection and/or approval of counsel retained to defend any such claim.
15. **COLLECTION LITIGATION.** Should the PRODUCER fail to pay the COMPANY any premium when due, the PRODUCER agrees to bear any collection or other expense, including reasonable attorney's fees and costs, expended by COMPANY to enforce collection from PRODUCER.
16. In the event of any dispute under this Agreement, California law shall govern.
17. **ENTIRE AGREEMENT.**

- A. This Agreement is not valid unless signed by PRODUCER and COMPANY.
- B. This instrument represents the entire Agreement between the parties and no other representations; understandings or Agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- C. No alterations, modifications, amendments, or additions to this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement.
- D. This Agreement does not give PRODUCER authorization to write a specific program or product. Individual Addendums to this agreement shall be issued by COMPANY giving PRODUCER authority to submit business for each authorized program or product.
- E. The failure of either party at any time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, or to affect the validity of this Agreement or any part thereof, nor the rights of any party to thereafter enforce each and every such provision.
- F. This Agreement is not assignable by any party hereto without the prior written consent of the COMPANY.
- G. All sub producer Agreements shall be subordinate to this Agreement and, in the event of any conflict, the terms of this Agreement shall govern.
- H. PRODUCER and COMPANY agree that FAX (Facsimile), PDF (Adobe Acrobat), or any other generally acceptable electronic storage format copies of this agreement and all amendments, shall be acceptable as originals.

18. All Notices under this Agreement shall be deemed served on deposit in the United States Postal Service addressed as follows:

**If to PRODUCER:**

The mailing address listed at the beginning of this Agreement.

**If to COMPANY:**

Sun Coast General Insurance Agency, Inc.  
PO Box 30750  
23042 Mill Creek Drive  
Laguna Hills, CA 92654-0750

IN WITNESS WHEREOF, the parties hereto set their hands in signature this date:

---

**PRODUCER:**



**PRODUCER Authorized Signature:** \_\_\_\_\_



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



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

**Date Signed:** \_\_\_\_\_

---

---

**COMPANY: Sun Coast General Insurance Agency Inc**

\_\_\_\_\_  
**COMPANY Authorized Signature:**

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

\_\_\_\_\_  
**Date Signed:**

---