

Cameron M. Wilson & Associates Agency Requirements

Thank you for your interest in doing business with Cameron M. Wilson & Associates. In order for us to facilitate writing business with your agency and keep our records up to date, we will require the following:

- **Solicitors Agreement (attached)**
- **Agency Profile Form (attached)**
- **Tax Request Form W-9 (attached)**
- **Agency Licenses for all states you are licensed to write in**
- **Producer/Individual Agent's Licenses**
- **Evidence of Error & Omissions Insurance**

Please send the above information and forms to our office. Once a signed agreement is received, we will have it signed internally and send you a copy.

You can email to: info@cameronwilson.cc

Fax to: 269.372.6305 or 1.800.391.2226

Mail to: 5988 Venture Park Drive

Kalamazoo, MI 49009

Thank you in advance for providing this information and allowing us to help you place more business. Should you have any questions please do not hesitate to contact our office.



CAMERON M. WILSON & ASSOCIATES

Marine Underwriters / Excess Surplus Lines

5988 Venture Park Dr. • Kalamazoo, Michigan 49009
(269) 372-6301 • Fax: (269) 372-6305
Fax: 1-800-391-2226 • Cam@cameronwilson.cc

Agency Profile

Name of Agency: _____ Date Established _____

Street Address: _____ P.O. Box . _____

City, State, Zip _____

Tax ID # _____ Phone # _____

Fax # _____ Website _____

Are you a: Corporation LLC Partnership Sole Proprietorship Other: _____

Do you have multiple locations? Yes No State of formation of entity: _____

If so, please list Name and Address (include separate listing if needed)

Email Addresses for all Principals, Producers & CSR (include a separate list if needed)

Name	Title	E-Mail
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Approximate Property/Casualty Volume _____

Finance Company Used _____

Direct Companies Used _____

Are you primarily: Personal Lines Commercial Lines

SOLICITOR AGREEMENT

This Agreement is made between _____, of _____ (“Solicitor”), and Cameron M. Wilson & Associates, Inc., a Michigan corporation (“CWA”), made this _____ day of _____, 20____.

WITNESSETH

Whereas, Solicitor desires to procure from time to time for his clients various coverages through the facilities of CWA, and

Whereas, CWA desires to make its facilities available to Solicitor in cases where the terms are mutually agreeable.

Now, therefore, the parties hereto agree as follows:

1. License of Solicitor The Solicitor warrants and represents that he is duly licensed and holds the necessary licenses under the laws of the state(s) (see copy of license(s) attached) in which his clients are domiciled. Solicitor further warrants that he will continue to be so licensed during the duration of this agreement. Solicitor warrants that the Agency Profile furnished to CWA is accurate and acknowledges that CWA is relying on it in entering into this agreement.

2. Solicitor Authority

a) Nothing contained in this agreement shall be construed to constitute Solicitor an agent for CWA in any respect. The Solicitor does not have the authority to make representations on behalf of CWA or to obligate CWA in any way to clients of Solicitor, to insurers represented by CWA or to any other third party.

b) The Solicitor is authorized to solicit, receive, and transmit to CWA proposals for insurance, for acceptance or declination by CWA in its absolute discretion.

3. Payment of Premium

a) Solicitor agrees to pay CWA all premiums on insurance written no later than thirty (30) days after invoiced by CWA. The Solicitor shall not be entitled to credit for any cancellation until proof of such cancellation satisfactory to CWA shall have been received by CWA.

b) Solicitor specifically agrees that any extension of credit by him to his client or to any other person is solely at his own risk, and he shall pay CWA all sums when due whether collected by him or not.

c) The Solicitor is responsible for all additional premiums due as a result of audits and all shall be paid to CWA within thirty (30) days after invoiced by CWA.

4. Commissions

a) Solicitor shall receive commissions on the terms set forth in the CWA quote for such policy.

b) It is agreed there will be no commission paid on policy fees or taxes added to the policy.

c) CWA shall have a lien on all commissions due, or to become due to the Solicitor for all indebtedness due CWA from the Solicitor, and may offset any such indebtedness against such commissions.

5. Duration and Termination

a) This agreement may be terminated by either party at any time with thirty (30) days prior written notice to the other; or

b) This agreement is subject to immediate termination by CWA upon Solicitor’s breach of any provision of this contract including but not limited to: Solicitor’s failure to timely pay to CWA funds due it, or the violation by Solicitor of licensing statutes or regulations of the State of Michigan or any other jurisdiction where he does business.

6. Relationship Between Parties

a) The Solicitor is an independent contractor and not an employee, joint venture or partner of CWA. Nothing contained in this agreement shall be construed so as to create the relationship of employer and employee between CWA and the Solicitor. The Solicitor may exercise his own discretion and judgment concerning the time and manner of performance of his services except that he shall at all times comply with CWA’s policies and procedures. The Solicitor shall be appointee and not an agent of any insurance company represented by CWA. The parties acknowledge that the laws of the State of Michigan, without giving effect to conflict of laws provisions, shall control this agreement and any litigation shall be brought in the appropriate state court located in Kalamazoo County or the Federal District Court for the Western District of Michigan.

b) CWA shall not be responsible for Solicitor’s expenses of any kind or description.

c) In the event the Solicitor under this agreement is a corporation or limited liability company, it is further understood, agreed and guaranteed by the undersigned individual(s), principal stockholder(s) of said corporation or members of the limited liability company that all conditions of this agreement shall be binding upon them severally and jointly in the same manner as upon the corporation or limited liability company named as Solicitor.

d) This agreement and the documents expressly referred to in this agreement between the parties with respect to the subject matter of this agreement and shall supersede all prior, oral and written understandings and agreements. No provision of this agreement may be changed, waived, modified, discharged or terminated except by a written instrument executed by the parties hereto. If any provision of this agreement is held invalid or unenforceable, the remainder of the agreement shall never the less remain in full force and effect.

e) This agreement may not be assigned by the Solicitor without the prior written consent of CWA. This agreement is binding upon and shall inure the benefit of the parties hereto and their successors and permitted assigns.

7. Hold Harmless

a) Solicitor agrees to indemnify, defend and hold CWA harmless from any and all claims, suits, damages or all other expenses arising out of or resulting from any breach by Solicitor of this agreement, any misrepresentation of Solicitor relating directly or indirectly to policies written by Solicitor and any error or omission by Solicitor relating to any insurance covered by this agreement.

b) Solicitor agrees to be responsible for the acts or omissions of any person who may be employed by or associated with Solicitor, including any person licensed or appointed by CWA at the request of Solicitor, as fully as though said acts or omissions were performed by Solicitor.

c) Solicitor warrants and represents that it has in force errors and omissions coverage with a limit per occurrence of One Million (\$1,000,000) Dollars minimum. A certificate of insurance has been furnished to CWA and in the event of any change in coverages, a new certificate shall be furnished within ten (10) business days of the commencement of such new policy.

8. Legal Representation The parties hereto acknowledge that they have consulted with or have been advised to consult with counsel of their choosing to review and evaluate their position under the terms of this agreement. The terms of this agreement have been negotiated and drafted by both parties. This agreement shall not be interpreted with reference to who drafted any particular provision or term.

9. Counterparts This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by portable data format (PDF), which shall be deemed originals.

The parties hereto, intending to be legally bound have affixed their hands and seals.

CAMERON M. WILSON & ASSOCIATES, INC.,
a Michigan corporation

Solicitor Title

By: _____

Principal shareholder(s) or member(s):

Its: _____

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/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.

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