



STANDARD AGENT QUESTIONNAIRE

Producer Information

Name of firm: _____

Principal address: _____

Mailing address (if different from above): _____

Telephone: _____

Facsimile: _____

Email: _____

Corporation Partnership Individual

Taxpayer ID number: _____

Background

Year business was established: _____

During the past 5 years has the firm acquired/merged with another firm, or has the firm changed names? Yes No

If yes, describe: _____

Is producer engaged in, owned by, associated or affiliated with, or controlled by any other business interest? Yes No

If yes, describe: _____

Are you member of: IIAT _____ NAPLSO _____

Other (please list): _____

Principals and Key Personnel

Breakdown of Producer's Staff	<u>Current Year</u>	<u>One Year Prior</u>
Principals/Partners, Owners	_____	_____
Officers/Managers	_____	_____
Producers (other than above)	_____	_____
Customer Service Representatives	_____	_____
Other Employees	_____	_____
Total Staff	_____	_____

Principals/Officers/Producers

Name.....	Title/Position.....	Years Started in insurance	Years Started with agency	Email
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Operations

Do you write business outside of your state of domicile? Yes () No ()

If yes, list states:

List all branch offices (attach a list if necessary):

Does your firm operate as a Wholesaler, Retailer, MGA, or combination? Percentage:

_____ % Wholesale _____ % Retail _____ % MGA Authority

How is your organization licensed (ie *General Agent, excess and surplus broker, reinsurance intermediary, or other insurance/reinsurance organization*):

List the states where you are currently licensed (*attach copies of all your current licenses*):

<i>State</i>	<i>License Number</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List the sub-producers from whom business is received (*attach list if necessary*):

<i>Producer Name</i>	<i>Location</i>	<i>Premium Volume</i>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Premium Volume and Distribution

Indicate your total premium volume over the last 5 years:

- Year 20_____ Premium:\$_____
- Year 20_____ Premium:\$_____
- Year 20_____ Premium:\$_____
- Year 20_____ Premium:\$_____
- Year 20_____ Premium:\$_____

List volume by line of business:

<i>Line of Business</i>	<u>Current Year</u>	<u>One Prior Year</u>
Automobile	\$ _____	\$ _____
Property	\$ _____	\$ _____
General Liability	\$ _____	\$ _____
Umbrella and excess	\$ _____	\$ _____
Professional Liability	\$ _____	\$ _____
Packages	\$ _____	\$ _____
Special Programs	\$ _____	\$ _____
Personal lines	\$ _____	\$ _____
Other	\$ _____	\$ _____
Totals	\$ _____	\$ _____

List major companies in order of premium volume:

<u>Company Name</u>	<u>Years Represented</u>	<u>Annual Volume</u>	<u>Loss Ratio</u>	<u>Binding Authority</u>

Describe the scope of your binding authority (i.e., *limit of authority, lines of insurance*, etc.):

Have any of your companies discontinued their relationship with you in the past 5 years? Yes

() No ()

If yes, explain: _____

Production to Company

Anticipated volume will come from which of the following sources:

New business: \$ _____

Transfer from current company in office: \$ _____

Transfer from discontinued company: \$ _____

Other: \$ _____

Explain briefly: _____

Financial

Attach copy of the latest financial statement.

List the bank(s) in which premium payments are currently being deposited in premium trust accounts (*include bank contacts and trust account numbers for reference*) (*attach list, if necessary*): _____

Provide the following information on your firm's Errors and Omission Insurance:

Carrier: _____

Limit:

Deductible: _____

Expiration date: _____

Provide the following information on your firm's Fidelity Insurance:

Carrier: _____

Limit: _____

Deductible: _____

Expiration date: _____

Has any member of your firm received any disciplinary action by
a state insurance department or other regulatory authority? Yes () No ()

If yes, explain:

Are there any pending or threatened litigation or judgments
within the past 5 years against any member of your firm? Yes () No ()

If yes, explain:

The undersigned hereby declares that the answers given with respect to the foregoing questions are true, complete and accurate with no misrepresentation, omissions or any concealment of fact.

Applicant's signature: _____ Date: _____

Title: _____

Be sure to include copies of the following:

1. Licenses
2. Financial Statement
3. E&O Declarations Page
4. Fidelity Declarations Page

Return to:

AUI, Inc.
14101 W. Hwy 290, Bldg 1400 C
Austin, TX 78737
Phone: (512) 858-2662 or (800)993-0024 Fax: (512) 894-0306
Marketing:
email: lreed@lui-inc.com

AGENCY CODE _____

AUI AGENCY AGREEMENT

THIS AGENCY AGREEMENT, made as of the ____ day of _____, ____, between AUI, Inc. a Texas Corporation of Austin, Texas (AUI), and

(AGENCY NAME--Please Print)

(ADDRESS)

(PHONE & FAX)

(EMAIL)

WITNESSETH:

WHEREAS, AUI is a licensed excess and surplus lines agent in the State of Texas and is in the business of placing contracts of insurance with various insurers who may not be admitted to do business in the State of the insured residence; and

WHEREAS, Agent is a licensed property and casualty agent and may from time to time request AUI to obtain property and casualty insurance coverage for customers of the Agent;

THEREFORE, AUI AND AGENT AGREE AS FOLLOWS:

1. SCOPE OF AGREEMENT

This agreement shall govern the relationship between AUI and AGENT with respect to all policies of insurance insuring clients of Agent heretofore or hereafter obtained by AUI at the request of Agent. Nothing contained herein shall be construed to require Agent to obtain insurance through AUI, nor to require AUI to accept orders for insurance from the Agent.

2. DURATION AND TERMINATION

This agreement shall continue in effect until terminated by either party upon written notice. Notwithstanding such termination, this agreement shall continue to apply to all policies ordered by Agent through AUI prior to the effective date of termination.

3. AGENT'S AUTHORITY

Nothing contained in this agreement shall be construed to constitute agent for AUI in any respect, and Agent shall have no authority to, and agrees that it will not, make representation on behalf of AUI, or obligate AUI, to clients of Agent, to insurers represented by AUI, or to any other third parties.

4. OWNERSHIP OF BUSINESS AND EXPIRATIONS

Agent shall have the ownership of all insurance business subject to this agreement and the use and control of all expirations with respect to insurance obtained through AUI, except that if Agent shall at any time be in default in any of its obligations hereunder, then AUI shall have the right, so long as such default shall continue, to the exclusive use and control of any or all such expirations and to apply any proceeds thereof to the fulfillment of such obligations of Agent, provided that minor accounting discrepancies shall not be deemed to constitute a default for the purposes of this paragraph.

5. LICENSE OF AGENT

Agent represents and warrants to AUI that Agent is licensed as a property and casualty insurance agent and Agent shall continue to be so licensed during the duration of this agreement with respect to all insurance business which Agent shall submit to AUI.

6. PLACEMENT OF ORDERS

Agent agrees that it shall not place an order with AUI for any excess or surplus lines insurance unless Agent shall have first complied with any applicable state laws requiring Agent to attempt to procure such insurance from insurers authorized to do business in the State of residence of the proposed insured. This paragraph applies only to orders for excess or surplus lines insurance. Premium and tax on each policy shall be due and payable within thirty (30) days from the effective date of the policy or as specifically agreed on an individual policy prior to binding, provided that, so long as Agent may withhold therefrom any commission payable to the Agent with respect thereto pursuant to paragraph 7 hereof. If any insured shall default in the payment of any premium and/or tax as and when due, AUI shall have the right, and is hereby authorized by the Agent, to take all necessary action, including legal action, to collect the premium and tax directly from the insured, but the taking of any such action by AUI shall not relieve Agent of its obligation to pay such premium and tax to AUI.

7. COMMISSIONS

AUI shall pay to Agent commissions upon premiums actually paid over to AUI with respect to policies of insurance ordered through AUI by Agent, at rates agreed to between AUI and Agent in each individual case. AUI shall deduct from each return premium (including any return premium arising from a cancellation ordered by AUI) a return commission calculated at the same rate as Agent's original commission thereon.

8. CANCELLATION OF INSURANCE

Nothing contained herein shall be construed to limit or restrict any right of cancellation contained in any binder, covernote, policy or contract of insurance. Agent shall not be entitled to any flat cancellation, and Agent shall be liable to AUI for any earned premium and taxes (if any) thereon, whether or not Agent has collected from the insured.

9. CLAIMS

Agent shall cooperate fully with AUI and the insurer to facilitate the investigation, adjustment, settlement, and payment of any claim.

10. INSPECTIONS AND ADJUSTMENTS

AUI or its duly authorized representatives shall have the right at any time or times, during normal business hours, to audit any insurance hereunder and to inspect Agent's books and records in connection therewith, to the extent such audit or inspection is deemed necessary by AUI to verify Agent's compliance with its obligations under this agreement. Agent shall promptly report and pay to AUI any additional or return premiums which may become due as a result of any adjustments.

11. INDEMNIFICATION

Agent shall indemnify and hold harmless AUI with respect to any and all claims, actions, liabilities, suits and expenses, including attorney's fees, in any manner arising or resulting from any breach by Agent or any provision of this agreement or from any warranty or representation by Agent contained herein being false in any material respect.

12. NO THIRD-PARTY BENEFICIARIES

This agreement is for the exclusive benefit of the parties hereto, and no third party, including, without limitation, any insured, is intended to be or shall be a beneficiary of any provision hereof.

13. ADDITIONAL PROVISIONS

Agent shall not assign any of its rights, or delegate any of its obligations, under this agreement without the prior written consent of AUI. No failure by either party to require performance by the other party or any provision hereof shall be waiver of such provision, and no waiver or amendment of any provisions hereof shall be effective unless in writing. This agreement constitutes the entire agreement of the parties and supersedes all prior agreements, whether written or oral. Subject to the prohibition against assignment or delegation by Agent, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. ADJUSTABLE POLICIES

AUI agrees that, if an audit of an adjustable insurance policy results in additional premium due from the insured and if (a) Agent notifies AUI in writing that Agent has been unable, after reasonable effort, to collect such additional premium from the insured and (b) the insurer waives AUI liability for the additional premium, then AUI will waive Agent's liability for such premium. In the event of such waiver by AUI, then, notwithstanding the provisions of paragraph 7 hereof, Agent shall not be entitled to any commission with respect to any part of such additional premium which may be collected from the insured.

IN WITNESS WHEREOF, the parties have executed this AGENCY Agreement as of the day and year first above written.

AGENCY NAME: _____

(SIGNATURE OF PRINCIPAL)

(Dated)


(print name)

Attested: _____
(Witness Signature)

(Dated)

(print name)

AUI, Inc.



Linda Reed, President

PLEASE SIGN AND DATE AGREEMENT AND RETURN TO AUI WITH COPY OF CURRENT LICENSE AND E&O DEC PAGE