



## Producer Appointment Package

Dear Agent:

Thank you for your interest in JUPITER and our personal auto insurance programs. In order for us to initiate the appointment process, we need the attached forms completed, signed and dated. The application cover sheet includes a checklist of items necessary for us to complete our process. We encourage you to double-check all of the forms before you submit them to avoid untimely delays in getting your agency set up.

Please send the complete application package to us at [agentappointments@jupiterauto.com](mailto:agentappointments@jupiterauto.com).

### **Once we receive your documents:**

- Please allow 5-7 business days for us to process your agency application.
- You will receive a signed/executed copy to keep for your records.

Should you have any questions about the processes, or these forms, please don't hesitate to email us at [agentappointments@jupiterauto.com](mailto:agentappointments@jupiterauto.com), or contact us by phone at 615-921-5642 or 855-280-5642.

Best Regards,

Jupiter Auto Insurance  
[www.jupiterauto.com](http://www.jupiterauto.com)



# Agency Agreement Forms Agency Profile

Agency Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Web Site: \_\_\_\_\_ Fax #: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Mailing Address:(if different) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

## Agency Personnel Information – Email Required

**\*NOTE:** Please check ONE email address which your agency wishes to receive all official JUPITER MGA program alerts and notifications.

Principal Contact Name: \_\_\_\_\_ Phone#/Ext \_\_\_\_\_

Email\* \_\_\_\_\_

Marketing Contact Name: \_\_\_\_\_ Phone#/Ext \_\_\_\_\_

Email\* \_\_\_\_\_

Personal Lines Contact: Name: \_\_\_\_\_ Phone#/Ext \_\_\_\_\_

Email\* \_\_\_\_\_

Accounting Contact Name: \_\_\_\_\_ Phone#/Ext \_\_\_\_\_

Email\* \_\_\_\_\_

## Agency Information

Agency Volume Commitment (Circle one): 15K 15 – 50K 50 – 100K 100 – 250K 250 – 500K >500K

Top three 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

E & O Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
(Attach copy of Dec Page)

States in which licensed to conduct business: \_\_\_\_\_

Agency License Number(s) and expiration dates: (if applicable) \_\_\_\_\_  
(Attach copies of all licenses)

Do you currently use a comparative rater? Yes No

If yes, which rater do you use? \_\_\_\_\_

**Please e-mail all completed documents to [agentappointments@jupiterauto.com](mailto:agentappointments@jupiterauto.com)**



## Application Cover Sheet - Checklist

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To: Agency Appointments

From:

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Company: Jupiter

Date:

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Email To: agentappointments@jupiterauto.com

Total # of Pages Including Cover:

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Regarding: Agency Agreement Forms

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Please find enclosed our completed Agency Agreement forms. We have included the following information:

- Copy of Current E & O Dec Page
- Completed Pre-authorized Deposit Form (with copy of Voided Check)
- Completed Agency Sweep Form (with copy of Voided Check)  
\*Typically a separate trust account other than the one used for commission deposits
- Completed Agency Application Form
- Signed and Dated Contract Page
- Signed and Completed W-9 Form
- Fax Marketing Authorization Form
- Producer Appointment Form(s)
- Copy of Resident and Non-Resident\* Agency License(s)
- Copy of Resident and Non-Resident\* Agent(s) License(s)

\*Include non-resident information when applicable



## Agency Contract

This agreement "the Contract", made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between Jupiter Managing General Agency, Inc. (hereinafter referred to as JUPITER) and \_\_\_\_\_ (hereinafter referred to as AGENT), a duly licensed agency in the State of \_\_\_\_\_. Agent desires to place contracts of insurance with JUPITER and utilize the services of JUPITER.

### WITNESSETH THAT:

JUPITER hereby grants authority to the AGENT to submit for insurance coverage, risks located in the State(s) of \_\_\_\_\_ under insurance programs available through JUPITER. This authority is subject to the laws of the State in which such AGENT is authorized to write insurance business and to the terms and conditions hereinafter set forth.

It is hereby agreed between JUPITER and AGENT as follows:

### AGENT'S RESPONSIBILITIES

AGENT agrees to maintain a valid producer license and individual producer licenses for property and casualty insurance and to adhere to the laws and responsibilities that apply for the states authorized by this contract.

Other than the duties arising under the terms of a policy issued by JUPITER to an insured, AGENT agrees that JUPITER assumes no duties to the insured, including any responsibility for advising the insured with respect to their insurance needs.

### AGENT'S AUTHORITY

AGENT is an independent contractor, not an employee of JUPITER. Nothing in the Contract shall be construed to create an employer/employee relationship between AGENT and JUPITER. As an independent contractor, AGENT will pay all expenses in connection with AGENT's business.

The power and authority of AGENT to act for and on behalf of JUPITER is strictly limited to the terms of this Contract. Nothing contained herein shall be construed to grant AGENT, by implication or otherwise, any rights, powers, authority or privilege that is not expressly and specifically set for in this contract.

### PREMIUM REMITTANCE

It is agreed and understood that all premiums collected by AGENT on business placed through JUPITER are trust funds; that such premiums are the property of JUPITER; that AGENT has no interest in the premiums collected by him and shall make no deductions there from before paying same to JUPITER, except for commissions authorized in writing.

Unless otherwise specified or as outlined in Exhibit A, the premium collected on each policy is due and payable to JUPITER upon receipt of payment from Insured or Premium Finance Company.

If AGENT has failed to account for and pay over to JUPITER immediately upon demand, all premiums collected and/or unearned commission, all records and use of control of expirations shall be vested in JUPITER and AGENT agrees to execute any documents necessary to formally place the title thereto in JUIPITER. JUPITER likewise shall have the immediate right thereafter, in its discretion, to sell transfer, assign or otherwise handle and control the business and expirations covered by the Contract to satisfy in whole or in part the obligations of AGENT to JUPITER.



## **COMPENSATION**

JUPITER shall pay commission monthly to AGENT on gross premium received, exclusive of any fees and/or assessments, based on instructions, guidelines, rules, processes and procedures we provide or make available to you in written or electronic format, provided that (1) AGENT is properly licensed; (2) AGENT is not in arrears on payment due JUPITER; (3) AGENT is the agent of record at the inception of the policy or renewal; and (4) the policy or endorsement was submitted in accordance with JUPITER'S underwriting rules, which are found on applicable JUPITER websites.

JUPITER may amend AGENT commission from time to time for any or all lines of business by providing electronic notice to AGENT, subject to applicable state law.

## **BINDING AUTHORITY**

AGENT has a 72-hour binding authority for New Business and Renewals. AGENT must have electronically submitted all pertinent documentation within 24 hours from inception of policy. Payments must be postmarked or uploaded within 72 hours from inception.

AGENT shall not make, alter or discharge on behalf of JUPITER, any contract or policy or waive any forfeiture provisions or condition therein, without the expressed written authority of JUPITER.

## **LIABILITY OF AGENT TO JUPITER**

If AGENT has acted without actual authority, but JUPITER is nevertheless bound because AGENT has apparent authority, AGENT is liable to indemnify JUPITER for any resulting loss or damage.

## **CLAIMS**

AGENT agrees to immediately report directly to JUPITER all claims. AGENT also agrees to direct all correspondence and telephone calls regarding claims or potential claims to JUPITER.

## **ADVERTISING**

AGENT shall not insert any advertisement referring to JUPITER or its underwriting companies, or issue or cause to have issued any letter, circular, pamphlet or other publications or statement so referring, without the written consent of JUPITER. In the event JUPITER suffers loss or expense arising out of such unauthorized advertisement or publications of AGENT, AGENT shall be liable for all resulting damages and costs, including attorney's fees.

## **DUTIES**

AGENT must at all times keep in force an E&O insurance policy with limits not less than \$100,000 per occurrence and \$300,000 aggregate, and upon request from JUPITER provide proof that such policy is in effect.

AGENT must maintain all original signed contracts in this office for the required time specified by law in the State in which Agent operates.

AGENT is responsible for his employees' P & C licenses and to provide proof they have an active license. AGENT is to ensure his employees maintain their licenses as governed by the State(s) covered by this contract.

It is the duty of AGENT to notify JUPITER of any new Producer in his employment that will be writing on behalf of JUPITER. JUPITER also must be advised of any Producer no longer writing business on JUPITER's behalf.

AGENT is responsible for his employees following the guidelines of JUPITER.

## **TERMINATION**

This agreement may be immediately terminated in the event of either JUPITER's or AGENT'S violation of fiduciary responsibility, insolvency, threat of insolvency, fraud, abandonment, or willful, gross or negligent misconduct, including the termination or suspension of either JUPITER's or AGENT's license.



Either party by giving the other 60 days written notice of cancellation, may cancel the contract for any reason. After date of cancellation of the Contract, unless otherwise stipulated at the option of JUPITER, AGENT shall complete the collection and account to JUPITER for all non-direct billed premiums, commissions and other transactions unaccounted for on the date of cancellation or arising thereafter in respect of outstanding insurance. In case JUPITER shall find it necessary to perform any duty otherwise required of AGENT under the Contract, the AGENT shall be liable for all costs incident thereto.

The Contract is non transferable. No rights or interest arising under the Contract shall be subject to assignment by AGENT without JUPITER's written consent.

### **OWNERSHIP OF EXPIRATIONS**

The use and control of expirations, and the records thereof, shall remain in the undisputed possession and ownership of AGENT, except as provided under the premium remittance section and duties of the Contract.

### **INDEMNIFICATION**

JUPITER agrees to defend, indemnify and hold harmless AGENT against all claims, expenses, actions or judgments whatsoever which may be incurred by AGENT due to JUPITER's negligence or violation of any part of the Contract, provided: (a) that AGENT give JUPITER prompt written notice of any claim indemnified against hereunder or of any knowledge AGENT acquires of circumstances likely to cause such a claim; and (b) that JUPITER shall have the right at its option and its expense to investigate, settle, defend and control the defense of such claims.

AGENT agrees to defend, indemnify and hold harmless JUPITER against all claims, expenses, actions or judgments whatsoever which may be incurred by JUPITER due to AGENT's negligence or violation of any part of the Contract, provided: (a) that JUPITER give AGENT prompt written notice of any claim indemnified against hereunder or of any knowledge JUPITER acquires of any circumstances likely to cause such a claim; and (b) that AGENT shall have the right at its option and expense to investigate, settle, defend and control the defense of such claims.

### **AMENDMENTS**

All amendments to the Contract, excluding the schedule of commissions, will require the express written consent of both JUPITER and AGENT.

### **ARBITRATION CLAUSE**

The following procedure will be followed in the event of a disagreement or dispute involving the interpretation of the Contract or the performance or nonperformance of JUPITER and AGENT.

- a) The parties will make every effort to establish a meeting for the purpose of settling unresolved disputes. It is understood that this meeting will be conducted in good faith.
- b) If JUPITER and AGENT are unable to resolve their conflict within fifteen days the controversy will be resolved by arbitration.
- c) All unresolved disputes with regard to the terms and conditions of the Contract will be decided by a panel of three arbitrators. The party who desires arbitration will appoint one arbitrator and will furnish written notice of the appointment to the other party. Within ten days thereafter the other party will appoint one arbitrator. The two appointed arbitrators will, within fifteen days thereafter, together select a third arbitrator who will be designated as the presiding officer of the panel. If the appointed arbitrators fail or refuse to choose a third arbitrator within thirty days after having been appointed, the third arbitrator will be chosen by a court having jurisdiction of the dispute regarding the Contract.
- d) The decision of a majority of the panel will be binding on JUPITER and AGENT without right of appeal, and may be enforced by a court having jurisdiction of the parties and the dispute with regard to the Contract. The determination of the panel must be in writing and bear the signatures of the majority of the arbitrators.
- e) Expenses of arbitration will be shared on an equal basis by JUPITER and AGENT. Arbitrators shall have the right to select one party for the greater amount of the expenses should it be found that the party did not initially offer a good faith effort to resolve the difference on an informal basis.



It is agreed that the situs of the Contract is the State of Tennessee and that the terms and conditions of the Contract shall be governed exclusively by the laws of the State of Tennessee.

The Contract supersedes and voids previous agreements, written or oral, existing between JUPITER and AGENT.

DATED AND EFFECTIVE THIS \_\_\_\_\_ day of \_\_\_\_\_, 201 .

**Agency:** \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**JUPITER MANAGING GENERAL AGENCY, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Title



## JUPITER MANAGING GENERAL AGENCY, Inc.

### FAX PERMISSION FORM

The regulation promulgated by the Federal Communications Commission (FCC) under the Junk Fax Prevention Act of 2004 require us to obtain your express written permission to send you faxes that contain "commercial" material – essentially those that promote our products, programs, and services.

So that we can fax you information about our products, programs and services, we ask you to give us permission to communicate this type of information to you via fax. Please complete, sign and include this form to us along with the other documents required to consider you for an appointment with JUPITER MGA.

Please be assured that JUPITER MGA values your right to privacy. If you have any questions, please contact us at (855) 280-5642 or (615) 921-5642.

\_\_\_\_\_  
Name for which consent is being provided (Your agency name) Organization

\_\_\_\_\_  
Fax number(s) for which consent is being provided

I am authorized to and hereby give consent for the organization listed above to receive faxes at the number(s) listed above. I further agree that my express permission to receive faxes will continue and have no date of expiration, unless revoked by me in writing.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**Producer Appointment Form**  
**List All Producers**  
**(Include a copy of their State License)**

1	First Name (*For all, please print exactly as shown on state license)	Middle Name*	Last Name*	Social Security No.
	Resident Address	City/State	Zip	Date of Birth

2	First Name (*For all, please print exactly as shown on state license)	Middle Name*	Last Name*	Social Security No.
	Resident Address	City/State	Zip	Date of Birth

3	First Name (*For all, please print exactly as shown on state license)	Middle Name*	Last Name*	Social Security No.
	Resident Address	City/State	Zip	Date of Birth

4	First Name (*For all, please print exactly as shown on state license)	Middle Name*	Last Name*	Social Security No.
	Resident Address	City/State	Zip	Date of Birth

5	First Name (*For all, please print exactly as shown on state license)	Middle Name*	Last Name*	Social Security No.
	Resident Address	City/State	Zip	Date of Birth



**AUTHORIZED AGREEMENT FOR ELECTRONIC FUNDS TRANSFER (EFT)  
Commission Deposit Account**

In order for your Agency to be authorized for electronic funds transfer, the form below must be completed, signed and returned with a void trust check attached. The Account will be verified by the bank and your Agency will be notified via email of the outcome.

COMPANY NAME: JUPITER MANAGING GENERAL AGENCY, Inc.

I (we) \_\_\_\_\_ (hereinafter called PRODUCER) hereby authorize JUPITER Managing General Agency, Inc. hereinafter called COMPANY, to initiate debit entries to our Producer Trust Account indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, to debit the same account.

BANK ABA #: \_\_\_\_\_ [ROUTING NUMBER]

ACCT. #: \_\_\_\_\_  Checking  Savings

This authorization will remain in effect until COMPANY has received written notification from PRODUCER of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

PRODUCER CODE(S) \_\_\_\_\_  
Please verify that the producer codes above apply to the trust account number provided by your agency

<input type="checkbox"/>	First time EFT Set-Up	<input type="checkbox"/>	Change of existing EFT Set-Up
<input type="checkbox"/>	Yes, please enable EFT for installments	<input type="checkbox"/>	No, I do not wish to utilize EFT for installments

NAME OF AGENCY (DBA) \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

CONTACT PERSON(S) AT AGENCY: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE: Attach Copy of Voided Check!!**



## Electronic Agency Sweep Authorization

I warrant that I have the Account at the Bank listed below and have sufficient funds to pay all appropriate debit entries.

**Bank Information: Please provide copy of VOIDED check**

Bank Name \_\_\_\_\_

Bank Routing # (enter 9 digits) \_\_\_\_\_

Account Name \_\_\_\_\_

Bank Account # (enter up to 17 digits) \_\_\_\_\_

Checking  Savings

**This is a change to my existing account** (Complete only the areas that apply.)

**Bank Information: Please provide copy of VOIDED check**

Bank Name \_\_\_\_\_

Bank Routing # (enter 9 digits) \_\_\_\_\_

Account Name \_\_\_\_\_

Bank Account # (enter up to 17 digits) \_\_\_\_\_

Checking  Savings

**JUPITER Number** \_\_\_\_\_ - \_\_\_\_\_

**Agency Name** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**I attest:**

- The account listed above is my account and not the account of another individual or business entity used without permission.
- That in accordance to my Agreement with JUPITER Managing General Agency, Inc. this account is a business account used solely for the collection and distribution of premiums and not for personal or operating expenses related to my business.
- If required by the law, i.e. my state, this account is a premium trust account.

**Principal Name (please print)** \_\_\_\_\_

**Principal Signature** \_\_\_\_\_ **Date** \_\_\_\_\_