

# AGENCY APPLICATION



**DAB**

E-mail completed and signed pages to  
info@dabpremiumfinance.com

**DAB**

Fax completed form to (305) 821-3376

AGENCY OWNERSHIP STRUCTURE    CORPORATION    PARTNERSHIP    LLC    SOLE PROPRIETORSHIP

AGENCY NAME			D.B.A. NAME (IF ANY)		
STREET ADDRESS (STREET ADDRESS OF THIS OFFICE)					
CITY	STATE	ZIP	Agency Contact for Premium Finance: E-mail address for contact:		
MAILING ADDRESS (IF DIFFERENT)					
PHONE NUMBER (INCLUDING AREA CODE)		FAX NUMBER (INCLUDING AREA CODE)		E-MAIL ADDRESS	
DATE AGENCY ESTABLISHED	HOW LONG UNDER CURRENT OWNERSHIP (YRS.)	NUMBER OF OWNERS (ABOVE 20% LEVEL)	TAX I.D. NUMBER	IS THIS THE HOME OFFICE	# OF BRANCH OFFICES
<b>NOTICE PREFERENCES - Please reference the notice form for a detailed list of all notices</b>					
Funding Notification:	E-mail	Fax	E-mail Address:		
All Other Notices:	E-mail	Fax	E-mail Address:		

### TOTAL NUMBER OF LICENSED PRODUCERS AND EMPLOYEES

	# of PRODUCERS	# of EMPLOYEES	(ESTIMATED)	# of PRODUCERS	# of EMPLOYEES
THIS OFFICE:				ALL BRANCH OFFICES:	

### COMMERCIAL PREMIUM VOLUME

Annual Commercial Premium Volume (\$)	Annual Number of Policies/Accounts	Average Premium (\$) per policy/account	% of Premiums Financed	% Cancellation Frequency Expected	Expected Largest Amt Financed (Range)

Specialty Insurance Lines Financed (i.e. GL, Trucking, W/C, etc.)	
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Reference Agency Appointments	Coverage Type	Annual Premium Volume	City	State	Contact Person	Phone Number
1)						
2)						

### E&O COVERAGE

Company	Policy Number	Amount Per Occurrence	Amount Cumulative	Expiration Date
Names of Primary Licensed Producers	License Number	Approx. Yrs in Business	Resides in this office?	Resides in What Office

AGENCY MANAGEMENT SYSTEM    AMS (ANY)    APPLIED (ANY)    OTHER/  
SPECIFY

**AUTHORIZATION TO OBTAIN INFORMATION**



**Date:**

Each of the undersigned hereby authorizes National Partners PFco, LLC, and or DAB - Premium Finance Corporation, its assignees and affiliates (“NP” and or “DAB”) to: (1) verify the accuracy of information submitted, (2) obtain financial information about the agency, (3) obtain business and credit reports about the agency and (4) obtain personal financial and credit reports on agency’s owners identified below. This information is used by NP and or DAB in the initial evaluation and ongoing servicing of premium finance loans submitted by or through Agent.

Note: All parties who are principals in the agency greater than 20.0% must sign this form.

**Name and Address of Agency Owners (Attach additional pages if necessary)**

**AGENCY OWNERSHIP STRUCTURE**

Name of Owner	% of Co Ownership	Owner Resides (City/State)	Employee of Agency? Yes/No
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Name:	Social Security #:	
Signature	% of Ownership:	
Address:	City and State:	ZIP:

Name:	Social Security #:	
Signature	% of Ownership:	
Address:	City and State:	ZIP:

Name:	Social Security #:	
Signature	% of Ownership:	
Address:	City and State:	ZIP:

Name:	Social Security #:	
Signature	% of Ownership:	
Address:	City and State:	ZIP:



### AGENT ACH ACCOUNT SET UP

Effective Date: \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

In order to set up your account for ACH funding, please supply the following information and include a copy of a voided check:

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

Bank Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bank Contact: \_\_\_\_\_ Bank Phone: \_\_\_\_\_

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

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

\_\_\_\_\_  
Signature Title

*I verify that I am an officer of the agency and authorized to make funding decisions on behalf of the agency.*

A funding notification may be sent to via fax or email. Please provide the specific contact information you prefer we use.		
_____	OR	_____
Fax Number		Email Address

Please complete and return to Agent Services via fax (720-930-4341) or email ([AgentServices@NationalPartners.com](mailto:AgentServices@NationalPartners.com))  
Please complete and return to Agent Services via fax ((305) 821-3376) or email ([info@dabpremiumfinance.com](mailto:info@dabpremiumfinance.com))

# NATIONAL PARTNERS PFco, LLC TERMS OR CONDITIONS

## PREMIUM FINANCE ORIGATION AGREEMENT

Date of Agreement: \_\_\_\_\_

By and between **National Partners PFco, LLC., and its wholly-owned subsidiaries shown below**, whose headquarter address is 1550 Wewatta Street, 2<sup>nd</sup> Fl, Denver, Colorado 80202 (herein "**Lender**") and \_\_\_\_\_ ("**Producer**"), whose primary address is: \_\_\_\_\_ (the "**Agreement**").

Lender and Producer hereby agree as follows:

### DEFINITIONS

**"Accepted by Lender"**: Contracts will be accepted for funding by Lender, subject to the eligibility requirements described in Exhibit A of this Agreement (or as modified in writing by Lender).

**"Amount Financed"**: the total insurance premiums, taxes and fees listed on a Contract, less the amount of down payment credited from the Insured.

**"Contract"** means an insurance premium finance contract generated by Producer on Lender's form.

**"Eligible Contract"** means a Contract which meets each of the terms of eligibility described in Exhibit A, or as updated by Lender from time to time, prepared and delivered by Producer and accepted by Lender.

**"Lender Program Rate"** means the minimum rate of interest allowed on an Eligible Contract produced in accordance with Lender's applicable Program Rate table assigned and delivered to Producer from time to time.

**"Producer"** is the entity described above, including all branches and stores under common ownership or operation, engaged in the sale of insurance policies to an insured ("**Insured**").

### SERVICE CHARGE

**Producer Service Charge**: Producer shall be entitled, where not prohibited by law, to charge Lender a Service Charge in return for its performance of the Producer Representations and Duties listed herein, in any amount not to exceed 7.50% A.P.R. above the corresponding Lender Program Rate. The difference in finance charges actually collected on any such Eligible Contract, above the Lender Program Rate, shall be paid on a prospective basis assuming full payment by the Insured.

**Unearned Producer Service Charges**: Producer Service Charges, if pre-paid by Lender, upon a cancellation or pre-payment by Insured, the Producer Service Charge will be charged back to the Producer and Producer shall promptly return to Lender such chargeback amount. No producer compensation or Service Charge shall be due for Contracts submitted which are not Eligible Contracts.

### PRODUCER REPRESENTATION AND DUTIES

1. **Delivery of Eligible Contracts**: For each Contract, Producer will, at its expense, produce and deliver to Lender's Mailing Address below the Contract signed by an authorized representative of the Insured. Producer agrees only Eligible Contracts shall be delivered to Lender, which shall include those Contracts which PFco has previously confirmed in writing under exception terms.

2. **Producer Collection of Down Payment**: Producer shall collect from the Insured the required down payment and insure its delivery to the Insurance Company producing the policies stated under the Contract.

3. **Payment of Premium**: Lender shall pay the Amount Financed for each policy to the applicable issuing Insurance Company (or their designated general agent), unless Producer requests (and Lender consents) to pay Producer on behalf of such issuing Insurance Company. For any such amount paid by Lender to Producer, Producer agrees it is its responsibility and duty to timely pay the total premium, taxes and fees listed on the Contract to the respective issuing Insurance Companies, their designated general agents, or other entities as identified in the Contract. The source of funds for delivery of such amounts due shall be the down payment made by the Insured and the Amount Financed shown in the Contract. Any surplus amount collected in excess of the total premium, taxes, and fees actually due will be promptly returned to Lender for credit to the Insured's Contract balance due.

4. **Delivery of Contracts**: The Producer will insure that the original Contract to be funded by Lender is mailed or transmitted to Lender's mailing address shown on Contract. The Contract's Amount Financed will be funded by Lender only if the Contract has been received by Lender.

5. **Return of Unearned Premium and Commission on Cancellations**: In the event an insurance policy financed by Lender is cancelled (or the policy generates premium return of any type) Producer agrees and covenants it is legally bound to deliver, and shall deliver direct to Lender, the unearned premium and commission for all policies financed within thirty-five (35) days following receipt or credit of such funds.

6. **Payments Received by Producer**: Producer shall direct Insured to send payments directly to Lender at the address (or electronic instructions) designated by Lender. However, should Producer receive any related payment, Producer agrees to promptly remit to Lender, by the next business day following receipt, all payments received relating to the Contracts funded by Lender. These payments are not credited to the Contract until received and processed by Lender.

7. **Additional Premiums ("AP")**: On financed accounts where AP is incurred, and the Insured wishes to finance such AP, Lender will finance such AP if **each** of the following is met:

- The Insured is current as to all payments due on the existing Contract, and at least two (2) payments remain; and
- Required Down payment collected, with the percent down being calculated using Lender's AP Down Payment Schedule.

### OTHER TERMS AND CONDITIONS

8. **Agreement Term**: Producer's approval to deliver Contracts for funding by Lender is subject to termination at any time by Lender. Regardless of such termination, Producer's representations and duties will continue so long as a balance remains on any Contract previously delivered by Producer.

9. **Contract subject to Confirmation**: Lender, in its sole discretion, may confirm any term or condition of any policy financed with the issuing insurance company, their designated general agent and/or the Insured. Any discrepancy found during any such confirmation shall cause the Contract to be rejected by Lender.

10. **Confidentiality and Authorization**: Producer represents the party signing below is authorized by Producer to specify individuals employed by Producer who are to receive log-in authority on Lender's NPPF system (or system successor). Delivery by Lender to Producer of log-in information shall be maintained by Producer's signing individual below, in accordance with Producer's own confidentiality requirements.

11. **Jurisdiction; Venue; Governing**: The terms of this Agreement shall be governed exclusively by the laws of the State of New York (not including its conflicts of law provisions) and the rules, regulations, and procedures of the State of New York. The parties waive the right to trial by jury of any controversy arising under this Agreement. The parties hereto agree that any actions or proceedings initiated by either party against the other arising out of this Agreement shall be litigated either in the Superior Court of New York City, Borough of Manhattan, or in the United States District Court for the Southern District of New York. The parties hereto, hereby waive any and all claims which they may otherwise have with respect to the laying of venue and jurisdiction in the State of New York and hereby submit and consent to the jurisdiction of the State of New York in any action or proceeding commenced by one party against the other in any such court.

12. **MAILING ADDRESS: ALL CONTRACTS, AMOUNTS DUE FROM PRODUCER, AND REQUIRED DOCUMENTS SHALL BE SENT TO THE LENDER AT THE ADDRESS LISTED IN EACH CONTRACT. FOR QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE TEAM (TOLL FREE) AT 800-506-8901.**

Agreed and accepted, as of the Date of Agreement shown above, by Lender and Producer.

**Lender: NATIONAL PARTNERS PFco, LLC,  
NATIONAL PARTNERS PFCO OF NEW YORK, LLC, and  
NATIONAL PARTNERS PFCO, INC OF CALIFORNIA**

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

Bruce Lundy, President

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

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

Name/Title: \_\_\_\_\_

## EXHIBIT A

### PREMIUM FINANCE CONTRACT ELIGIBILITY CRITERIA

Each premium finance Contract to be accepted by Lender shall meet each of the following criteria:

- 1) **Contract Form:** Be on a Lender approved Premium Finance Agreement form, be a legal valid and binding to the insured, and is evidenced by only one originally executed Contract agreement.
- 2) **Minimum Annual Percentage Rate:** Shall be at an annual percentage rate not less than the then current Lender Program Rate assigned to Producer (adjusted for any contractual delayed funding rates) and be payable only in U.S. currency.
- 5) **First Payment Due Date and Level Payments:** The first payment is due not later than 31 days following inception date of the policy financed and the Contract provides for level monthly payments (or quarterly if provided) that fully amortize the Amount Financed.
- 6) **Basis of Premium Earned:** Each insurance policy premium financed is earned by the issuing insurance company **not more rapidly than short-rate** except as to any disclosed minimum earned provision. No earned at writing premium, or earned in the event of a claim premium, shall be financed.
- 7) **Contract Originated in Normal Course of Business:** Each Contract shall be originated within the normal course of business of the Producer and has not been adversely selected for delivery to Lender.
- 8) **Insured to be domiciled in the United States of America:** Each insured and obligor under the Contract shall be domiciled in the United States of America at time of Contract origination.
- 9) **Information True and Correct:** All information shown on the Contract is true and correct as of the date of origination and includes all information required for the proper and lawful origination of such Contract.
- 10) **Minimum and Maximum Amount:** The Amount Financed by any Insured shall be not less than \$999 and not greater than \$100,000, unless approved in writing as an exception by Lender.
- 11) **Eligible Insurance Company:** An Eligible Insurance Company has issued each policy financed and each Eligible Insurance Company is subject to a minimum rating limit of not less than "B++" by A.M. Best. Lender may, from time to time, in its sole discretion, allow specific insurance company exceptions to the Insurance Company rating limit, as delivered in writing to the Producer.
- 12) **Down-payment Minimums and Maximum Number of Payments:** The minimum down payments and maximum number of payments shall be required, unless Lender has approved, in writing any exceptions to the levels (which approval may be evidenced by delivery of a Lender approved call-in quote) and such minimum down payment levels and maximum number of payments shall be as determined by the individual agent settings in the Lender's NPFP system set-up applied to such Producer. Additional Premiums being financed shall comply with Lender's Additional Premium Down Payment Schedule shown in the Lender's NPFP system.



# DAB - Premium Finance TERMS, CONDITIONS AND AGREEMENT

Please read the following terms and conditions carefully. They govern your access and use of this website. By accessing or using this website, you agree to be bound by these terms and conditions and accept them in full.

I (we) acknowledge this information as true and correct. I (we) hereby authorize DAB Premium Finance LLC ("DAB") to verify any information from the references listed above and to obtain any business and personal credit information.

I (we) hereby authorize DAB to initiate credit entries and initiate, if necessary, debit entries and adjustments for any credit entries made in error to the Agency's account indicated above and the depository named above, hereinafter called DEPOSITORY to credit and/or debit the same to such account. The authority is to remain in full force until DAB has received written notification of termination of authorization in such time and in such manner as to afford DAB and DEPOSITORY a reasonable opportunity to act on it.

The undersigned represents to DAB that the above information is accurate and that it will notify DAB immediately of any changes. The undersigned acknowledges that DAB is entering into a business relationship with the above-named agency ("Agency") in reliance of these representations. The undersigned warrant(s) that the Agency will not be sold, transferred or otherwise liquidated until all liabilities to DAB have been satisfied. The undersigned, for and in consideration of DAB extending credit at his/her request to the Agency, hereby jointly and severally, personally guarantee(s) to DAB, its successors and assigns, the payment of any and all obligations of the Agency including the payment for any additional premiums and/or the payment of any modifications required by the Insurance company for any reason whatsoever subsequent to the date of this agreement which shall not relieve the borrower or the Agency of any obligations hereunder. The undersigned hereby agrees to bind him/herself to pay DAB on demand any sum which may become due to DAB by the Agency whenever the Agency shall fail to pay the same. It is understood that this guaranty shall be a general, continuing, unconditional and irrevocable guaranty and indemnity for such indebtedness of the Agency. The undersigned hereby warrant(s) that any information provided to DAB on behalf of an insured seeking to obtain premium financing for an insurance policy issued and/or sold by Agency is true and correct to the best of its knowledge. The undersigned hereby accepts the obligation to obtain the authorized signature of the Insured on the contract submitted electronically or by fax to DAB for financing and to forward the ORIGINAL of the contract by mail, within 48 hours to DAB.

Agency understands that DAB retains the right to cancel or deny payment, at DAB's option, of the corresponding draft if the same has not been timely received by DAB. Agency shall be liable for any loss up to the amount financed plus interest due and collection costs, including but not limited to: attorney's fee, and court cost, suffered by DAB if due to Agency's representations and/or certifications of information contained herein of statements made by producer and/or borrower. In the event that DAB engages attorneys to collect any amounts due, Agency and the undersigned agree to pay all costs of collection, including reasonable attorney's fees, court costs and other collection costs incurred by DAB in recovering amounts due from the agent or broker in connection with any breach of the Agent/Broker representations and warranties and to indemnify DAB for any and all losses DAB incurs as a result of any error committed by the Agent/Broker in completing or failing to complete any portion of this agreement. **THE AGENCY ACKNOWLEDGES THAT IT IS NOT AN AUTHORIZED AGENT NOR REPRESENTATIVE OF DAB PREMIUM FINANCE LLC**

**GOVERNING LAW; SEVERABILITY:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each party agrees that venue for any legal action filed or commenced by either party arising out of, connected with, or relating in any way to this Agreement and/or the relationship between the parties shall lie exclusively in the courts located in Miami-Dade County, Florida or the United States District Court for the Southern District of Florida in the State of Florida, U.S.A. Each party waives its right to a jury trial and hereby irrevocably submits and consents to the personal jurisdiction and exclusive venue of the aforementioned courts for any such legal action and waives lack of personal jurisdiction, improper venue or forum non-convenience as a defense to any such action. If any provision of this Agreement is determined by a tribunal of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

**AGENT:** DAB will not be responsible for any additional premium incurred by the addition of any coverage that is added outside of the original financial contract, unless previously approved by DAB. Furthermore, no deduction of unearned premium shall be deducted from DAB's original contract premium funding for payment of any additional coverage added without DAB's approval. Any additional coverage agreed upon amongst other parties, not including DAB and without DAB's consent, is not DAB's financial liability or responsibility and shall not be deducted from any unearned premium due to DAB from the original funding. Agent will assume full responsibility for any financial charges from insurance company for such additional coverage added to this contract.

**AGENT:** Agent shall be liable for all damages or losses sustained by DAB Premium Finance LLC caused by a) any misrepresentations made by Agent or Broker, and/or b) any negligence of Agent or Broker, in connection with the submission, processing, binding, amending, endorsing or cancelling of any policies procured for the Insured.

Any DAB Premium Finance Agreement will be governed under DAB terms and condition describe above.

Any National Partners Finance Agreement will be governed under National Partners terms and condition describe above.

By accepting and submitting below each person signing this AGREEMENT, including agents in any capacity whatsoever does hereby agree to be individually liable for the financial obligations of this AGREEMENT including all terms and conditions. The undersign accepts and represents to DAB that all of the above information is accurate and correct. Each person signing this AGREEMENT, including agents in any capacity whatsoever does hereby agree to be individually liable for the financial obligations of this AGREEMENT including all terms and conditions. The undersign is signing as corporate and individual.

**NOTE: ALL PARTIES WHO ARE PRINCIPALS IN THE AGENCY GREATER THAN 15.0% MUST SIGN THIS FORM.**

**SIGNATURE as Agent and IndiVdually**

**Date:**

**SIGNATURE as Agent and IndiVdually**

**Date:**