



985 Old Eagle School Rd Ste 500 Wayne, PA 19087

Thank you for your interest in EliteMGA and our Elite InspectInsure Home Inspectors E&O program. We look forward to working with you and helping you place your program business through our on line system at [www.eipro.com](http://www.eipro.com).

All applications are done on our web site (it only takes about 5 minutes to complete and submit) and quotes are delivered via a customized web page designed specifically for your client and sent to your office for review and delivery.

Please always remember to **answer questions #1 on the application – are you an agent applying on behalf of your client.** This will alert our team to work directly with your office on all matters. I have attached additional information on the program we are offering for the Residential Home Inspector for your review.

Before we can bind business for your office, we will need you to email the documents outlined below to [inspection@eipro.com](mailto:inspection@eipro.com) – Subject line: (Your Company Name) and New Broker Agreement along with the following to complete the file:

- Completed and signed broker agreement
- Copy of the Valid Agency E&O Certificate
- Copy of the Agency P&C license for all the states you will be requesting to write business in - prior to binding any accounts with our office.
- Completed W9 form (blank copy attached)

With any questions, please contact:

Dave Moncavage  
PH: 800-355-1185 ext 201  
Email: [dmoncavage@elitemga.com](mailto:dmoncavage@elitemga.com)

## EliteMGA Process Outline:

1. How to Apply:
  - a. Our application process is very simple to save our agents valuable time and allow for quick turnaround. An online submission at <http://www.eipro.com/quotes/home-inspectors-application/> is all it takes.
  - b. Please make sure to ANSWER QUESTION #1 YES and input your agency info.
2. How to view the Quote:
  - a. An automated email from **Elite InspectInsure** will be sent over with a link to view the customized quote(s), application(s) and other documents.
  - b. Make sure this isn't trapped in a SPAM folder. Add **Elite InspectInsure** as a safe sender.
3. How to change the Quote:
  - a. In order to revise or edit a quote, you can:
    - i. Reply to the automated email which sends over the quote.
    - ii. Email: [inspection@eipro.com](mailto:inspection@eipro.com)
      1. Just let us know what questions or changes you may have.
    - iii. Call: 1-800-355-1185 ext 201.
4. How to bind/issue a NEW Policy:
  - a. Please email [inspection@eipro.com](mailto:inspection@eipro.com) or fax 877-559-0487 the following:
    - i. Signed, Revised and Dated Application
    - ii. Resume (less than 3 years of inspection experience)
    - iii. Education/State Certifications or Licenses
    - iv. Copy of the Pre Inspection Agreement/Contract
    - v. Proof of Prior Policy/Retro Active Date/Prior Declarations Page
  - b. Direct Bill Invoice will be generated by the carrier.
5. How to bind/issue a RENEWAL Policy:
  - a. An automated email will be sent roughly 45-60 days before expiration.
    - i. This email includes a prefilled renewal application and the renewal quote.
  - b. Email/Fax the signed, revised and dated application to EliteMGA.
  - c. Direct Bill Invoice will be generated by carrier.
6. How to get appointed with EliteMGA – Elite InspectInsure:
  - a. Please complete and return the Agent Appointment Packet to [inspection@eipro.com](mailto:inspection@eipro.com)
7. Invoices and other information can be requested by email at [inspection@eipro.com](mailto:inspection@eipro.com)

## **BROKER AGREEMENT**

**IT IS IMPORTANT TO NOTE THAT ELITE MGA, LLC EXTENDS NO BINDING AUTHORITY TO ANY BROKER.**

Name of Broker:  
Physical Address:  
Mailing Address: [If Different]  
Phone Number:  
Email Address:

### *I. AUTHORITY*

The above-referenced broker (the "Broker") is granted a non-exclusive right to offer to its clients certain insurance policies and products offered through Elite MGA, LLC and Broker hereby accepts such appointment, subject to all conditions. Broker shall have no authority to act as agent for Elite MGA, LLC or the insurance companies represented by Elite MGA, LLC. Without limiting the foregoing, Broker shall have no authority to (a) make, alter or discharge any contract, or bind Elite MGA, LLC to any promise or agreement; (b) incur any indebtedness, obligation or liability on behalf of Elite MGA, LLC (c) waive or modify any terms, conditions or limitations of any policy; (d) adjust, offer advice, or settle any claim; or (e) make any representation, offer any advice or consultation, or render opinions or information on behalf of Elite MGA.

### *II. REPRESENTATIONS AND WARRANTIES*

The Broker warrants to Elite MGA, LLC that it is, and shall remain at all times during the term of this Agreement and after where warranted, properly licensed to operate as an insurance broker in accordance with applicable state insurance law. Broker shall not request or place an order with Elite MGA, LLC for any excess or surplus lines insurance unless Broker has first complied, or ensured that sub-producers have first complied with any applicable state laws requiring Broker to attempt to procure such insurance from insurers authorized to do business in the state of residence of the proposed insured. Broker further warrants that it shall maintain Errors and Omissions insurance with a policy limit of at least One Million Dollars (\$1,000,000), at all times during the term of this Agreement. When requested by Elite MGA, LLC and in accordance with procedures established by Elite MGA, LLC Broker will provide evidence from in a timely manner and as requested (i) Broker's maintenance in good standing of appropriate license(s) for the state(s) in which Broker may transact business under this Agreement and (ii) the required Errors and Omissions insurance. This evidence may include, but is not necessarily limited to, (i) copies of current agent/broker licenses and Errors and Omissions insurance policies and certificates requiring thirty (30) days notice from the insurer to Elite MGA, LLC of cancellation or non-renewal.

### *III. FIDUCIARY RESPONSIBILITIES OF THE BROKER*

The Broker agrees that all monies collected while acting in the capacity of broker for Elite MGA, LLC shall be held by the Broker in a fiduciary account in accordance with applicable state insurance laws. If law requires the Broker to obtain written permission of the insurer before depositing such funds in interest bearing or investment accounts, the broker accepts responsibility for requesting and obtaining such permission from Elite MGA, LLC. Permission granted by this provision may be withdrawn at any time written by notice.

#### *IV. GUARANTEE AND REMITTANCE OF PREMIUM AND APPLICABLE TAXES*

In consideration of Elite MGA, LLC placing the Broker's insurance risks for good and valuable consideration, the Broker is notified now that all billing is collected and handled through Hartford Billing Services.

#### *V. COMPENSATION*

Elite MGA, LLC shall pay the Broker as sole and full compensation, commissions as stated in Exhibit 1 to this Broker Agreement.

#### *VI. OWNERSHIP OF EXPIRATIONS; NON-SOLICITATION*

Except as provided in [VII. D.] herein, Broker's records and use and control of expirations shall remain Broker's absolute property and be left in Broker's undisputed possession throughout the term of this Agreement and after its termination. To the extent Elite MGA, LLC may learn information proprietary to Broker relating to its insured's as a result of the parties relationship pursuant to this Agreement, Elite MGA, LLC will hold all such information confidential and will not utilize such information to Broker's detriment, including solicitation, marketing or selling either during the term or following termination of this Agreement, except that Elite MGA, LLC may use the information solely to notify existing insured's as to how renewal may be obtained through the expiring carrier as may be required by applicable state regulation or statute.

#### *VII. SUSPENSION AND TERMINATION OF AGREEMENT*

1. This agreement will remain in effect unless suspended or terminated as provided below.
  - a. This Agreement may be terminated without cause by either party by providing sixty (60) days notice in writing.
  - b. Elite MGA, LLC may suspend the authority of the Broker or any of its agents, representatives or employees, under this Agreement, as well as Elite MGA, LLC obligations to perform under this
2. Agreement, in any of the circumstances listed below. Twenty-four (24) hour written notice will be given to Broker of any such suspension by Elite MGA, LLC, its agents, representatives or employees.
3. During the pendency of any dispute regarding the cause of termination as set forth in this Section VII;
4. If the Broker or its designated agent, representative or employee:
  - a. Fails to account for premiums;
  - b. Fails to pay when premiums are due;
  - c. Exceeds their authority here under;
  - d. Fails to comply with insurance company directives or;
  - e. Fails to comply with the terms of this Agreement; or
5. If the Broker's license is suspended in any state in which it is required to be licensed for purposes of this Agreement or if the Broker's E&O insurance lapses, or is canceled or nonrenewed.
6. If any such event occurs, Broker shall notify Elite MGA, LLC within one business day. During the period of suspension, Broker shall refer to Elite MGA, LLC, on a nonexclusive basis, any client in the affected state that is seeking coverage through Broker of the type offered by Elite MGA, LLC. Elite MGA, LLC shall not be required to pay commissions to Broker for insurance underwritten in the affected state(s) during the suspension period.
  - a. This Agreement may be terminated by Elite MGA, LLC as follows:
    - i. Immediately upon written notice of fraud, abandonment, insolvency, failure to pay balances, willful or gross misconduct of the Broker or its agents or representatives, or any other breach of this Agreement by Broker.
    - ii. Immediately upon the termination or revocation of the license of the Broker in any state in which it is required to be licensed for purposes of this Agreement, or

upon the expiration of sixty (60) days following the suspension of any such license if such suspension continues in whole or in part.

- iii. Immediately upon written notice if any of the conditions for a suspension under Section VII. B.2, continue and are not cured by Broker within ten (10) days.

#### *VIII. HOLD HARMLESS*

The Broker agrees to hold Elite MGA, LLC harmless from any demand or claim advanced against Elite MGA, LLC (either itself or through its designee or employee). Elite MGA, LLC based upon or arising out of any act, error or omission of the Broker, its agents, representatives or employees. Elite MGA, LLC agrees to hold Broker harmless from any demand or claim advanced against Broker based upon or arising out of any act, error or omission of Elite MGA, LLC, its agents, representatives and employees.

#### *IX. TRADE NAME/ SERVICE MARK*

Elite MGA, LLC reserves the right to, and control of the use of, the words "Elite MGA, LLC" and all symbols, trade names, trademarks and service marks of Elite MGA, LLC presently existing or hereafter established. The Broker agrees that he will not use such words, symbols, trade names, trademarks or service marks in any manner without the prior written consent of Elite MGA, LLC which consent may be withheld by Elite MGA, LLC in its sole discretion; provided that Broker may identify Elite MGA, LLC as the underwriter of insurance programs and products marketed by Broker in accordance with this Agreement. The Broker shall not hold itself out as, or foster the impression that it is, an agent or representative of Elite MGA, LLC with any powers other than as expressly authorized herein.

#### *X. MISCELLANEOUS*

- A. This Agreement shall not be assigned, delegated or transferred, and Broker shall not have the right to appoint agents or subagents hereunder, without the prior written consent of Elite MGA, LLC.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.
- C. Each party shall comply with all applicable federal, state and local laws, statutes, orders and regulations in the performance of this Agreement.
- D. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

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**ELITE MGA, LLC BROKER AGREEMENT**

**AMENDEMENT 1 ACCOUNT PAYMENT TERMS:**

This home inspector program, offered by Elite MGA, LLC is directly billed by the carrier to the insured. EliteMGA, LLC will send commission statements monthly to the broker on any payment received in that accounting month which is due to the broker.

For any agency bill accounts, Elite MGA, LLC *must agree in writing prior to* Accounting Payment Terms to Section 4 of the Broker Agreement and extend credit to the Broker. Elite MGA, LLC will send Broker a monthly statement of premiums of insurance, taxes and fees due. The Broker agrees that full payment for any agency bill statement is due to Elite MGA, LLC by the 15<sup>th</sup> day of the following month, even if the Broker has not received premium payment from the insured. Any debit or liability of the Broker, including overpayments by Elite MGA, LLC may be set-off by Elite MGA, LLC against sums otherwise due or becoming due the Broker by Elite MGA, LLC under this or any other agreement or understanding between the parties. No interest shall be computed or paid to the Broker on commission's payable by Elite MGA, LLC to the Broker.

Elite MGA, LLC agreements with its insurance company partners stipulate that premium is due for all policies prior to binding. If a bound policy is subsequently cancelled, a minimum premium or short-rate premium is due. The Broker agrees to pay all minimum or short-rate premiums on canceled policies, even if the Broker is unable to collect any premium from the insured.

Valid exceptions do not include:

- Cancellation credits
- Non receipt of issued policies on bound accounts
- Unprocessed endorsements
- Payment from insured has not been received
- Funding from premium finance company has been received
- Commission rate differences
- Differences between bound amount and amount billed on statement

This amendment may be cancelled by Elite MGA, LLC immediately upon written notice to Broker.

**BROKERAGE:** \_\_\_\_\_

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

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

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

(Owner, Officer, Partner)

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

**EliteMGA, LLC**

by: James Forster

Name: James Forster

Title: Chairman

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

No amendment of this Agreement shall be binding on any party unless in writing and executed by the duly authorized representatives of all the parties.

**BROKERAGE:** \_\_\_\_\_

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

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

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

(Owner, Officer, Partner)

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

Broker License#(s) : \_\_\_\_\_

**EliteMGA, LLC**

by: James Forster

Name: James Forster

Title: Chairman

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

*This Broker Agreement must be completed in duplicate. Please sign and return two copies.*

**ELITE MGA, LLC BROKER AGREEMENT**

**EXHIBIT I: BROKER COMPENSATION**

Elite MGA, LLC will pay the Broker, as sole and full compensation, commission on gross written premium on policies bound under this Broker Agreement as follows:

- **Home Inspector Program = 10%**

This Exhibit may be revised by Elite MGA, LLC with sixty (60) days notice in writing to the Broker.

**BROKERAGE:** \_\_\_\_\_

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

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

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

(Owner, Officer, Partner)

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

**EliteMGA, LLC**

by: *James Forster*

Name: James Forster

Title: Chairman

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

**ELITE MGA, LLC BROKER AGREEMENT**

**EXHIBIT II: BROKER PRODUCTION COMMITMENT**

Elite MGA, LLC requires that all agents and brokers who are appointed produce \$15,000 of new business annually in order to continue appointment. At the end of each fiscal year EliteMGA, LLC will review production and discuss accordingly.

This Exhibit may be revised by Elite MGA, LLC with sixty (60) days notice in writing to the Broker.

**BROKERAGE:** \_\_\_\_\_

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

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

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

(Owner, Officer, Partner)

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

**EliteMGA, LLC**

by: James Forster

Name: James Forster

Title: Chairman

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



**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, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requestor's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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

OR

Employer identification number

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

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,