



**NEW AGE**  
**UNDERWRITERS AGENCY, INC.**  
**NEW AGE**  
**INSURANCE SERVICES, INC.**

1981 Marcus Ave, Suite C108  
Lake Success, NY 11042  
T. 516.488.2500  
F. 516.488.2508

Dear Producer;

Thank you for your interest in placing business with New Age.

Kindly complete the following information and return to:

[Marketing@NewAgeIns.com](mailto:Marketing@NewAgeIns.com)

- ☒ Agency Profile
- ☒ Brokerage Agreement
- ☒ W-9 Form
- ☒ Include a copy of your License (s)
- ☒ Include a copy of your Error & Omission

We look forward to building a professional and profitable business relationship.

New Age

Our goal as an MGA / National Wholesaler / Aggregator Agency is to produce an underwriting profit for our business partners and outstanding service to our producers.

We provide creative insurance solutions and exceptional customer service to our producers to support their business goals and benefit their clients.

[www.newageins.com](http://www.newageins.com)



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### Agency Profile

*Confidential Information Please Type or Print Clearly*

1. Agency Name: \_\_\_\_\_
2. Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
4. Tel: \_\_\_\_\_ Ext: \_\_\_\_\_ Email 1: \_\_\_\_\_
5. Years in business? \_\_\_\_\_ # of Employees: \_\_\_\_\_ Email 2: \_\_\_\_\_
6. # of Principals: \_\_\_\_\_ # of Producers: \_\_\_\_\_ Website: \_\_\_\_\_
7. More than one agency location? Yes ☐ No ☐ If yes how many: \_\_\_\_\_
8. Are you owned/affiliated with an insurance company or retailer? \_\_\_\_\_ If so who? \_\_\_\_\_
9. Are you licensed in other states? If yes, where: \_\_\_\_\_
10. Total Agency Volume: \$ \_\_\_\_\_ Commercial: \$ \_\_\_\_\_ Personal: \$ \_\_\_\_\_
11. What was your total production volume in the past three years?  
20\_\_ \$ \_\_\_\_\_ 20\_\_ \$ \_\_\_\_\_ 20\_\_ \$ \_\_\_\_\_
12. Do you have a niche market(s)? \_\_\_\_\_
13. What is your average premium account size: \$ \_\_\_\_\_
14. How did you hear about us? ☐ Phone Call ☐ Internet ☐ Advertisement ☐ Referral ☐ Other \_\_\_\_\_
15. Are you affiliated with any aggregators? If yes who? \_\_\_\_\_
16. Who are the top three carriers and what line of business do you write with each of the following?

#### COMMERCIAL LINES

Carrier	Annual Premium	Line of Business
1.	\$	
2.	\$	
3.	\$	

#### PERSONAL LINES

Carrier	Annual Premium	Line of Business
1.	\$	
2.	\$	

#### AGGREGATOR PROGRAMS

Aggregator Programs (Quote / Bind / Issue) (Please Check Which Products You Are Interested In)	
<input type="checkbox"/> BOP	<input type="checkbox"/> Commercial Auto
<input type="checkbox"/> Prof. Liability	<input type="checkbox"/> Workers Comp
<input type="checkbox"/> Excess Liability	<input type="checkbox"/> Per. Lines (limited states)
<input type="checkbox"/> General Liability	



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## BROKERAGE AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between New Age Underwriters Agency, Inc. / New Age Insurance Services, Inc. and any of its subsidiaries, herein referred to as WHOLESALER and \_\_\_\_\_ (broker's name), an individual, partnership, corporation, registered firm, producer or agency, hereinafter referred to as BROKER. This agreement replaces all previous agreements or contracts, whether oral or written, and shall continue in full force and effect until amended, suspended or terminated.

WHEREAS the BROKER desires to place business with WHOLESALER and WHOLESALER desires to consider such business now, therefore, WHOLESALER and BROKER agree to be bound by the following terms and conditions with respect to such offering:

### I. LEGAL RELATIONSHIP

The BROKER, in placing business under this agreement, recognizes that he is the representative of the insured and not the agent, representative or employee of WHOLESALER and/or any of its subsidiary companies. Nothing in this agreement shall be construed to imply an employer-employee relationship between WHOLESALER and BROKER.

### II. BROKER'S AUTHORITY

Subject to the terms of this agreement, BROKER shall:

- a. solicit applications of insurance;
- b. bill and collect premiums on all policies, contracts, binders, riders and endorsements pursuant to this agreement;
- c. hold all monies received pursuant to this agreement in a fiduciary capacity.

### III. LICENSING

BROKER warrants that he is properly licensed to transact business as a broker in accordance with the provisions of the BROKER'S commercial domicile or any state in which the BROKER transacts business.

Upon request, the BROKER agrees to provide evidence to WHOLESALER of such license(s).

### IV. PAYMENT OF PREMIUMS

BROKER agrees to remit to WHOLESALER no less than 30 percent of the total premium due, unless otherwise agreed to in writing by WHOLESALER within 5 days of the inception date of each binder or policy. The balance of the premium is due to WHOLESALER no later than 30 days after binding of coverage.

All other payments are due 30 days after invoice date or effective date whichever comes first unless otherwise agreed to in writing by WHOLESALER.

## **V. GUARANTEE OF PAYMENT**

In consideration of WHOLESALER accepting business from BROKER, BROKER guarantees payment to WHOLESALER of all earned premiums including, but not limited to, deposits and endorsements on all policies of insurance placed by BROKER with WHOLESALER except as provided in section VI of this agreement. Such payment is due WHOLESALER whether or not BROKER has collected the premium. BROKER agrees to pay WHOLESALER a return commission on all returned premium adjustments at the same rate that was originally applied to such coverage. BROKER understands that WHOLESALER, without limitation of its other rights and remedies, reserves the right to cancel any policy for nonpayment of premium. BROKER further guarantees that they will be responsible for the return of any premiums due a finance company if funds are directly released to them.

## **VI. UNCOLLECTIBLE ADJUSTABLE PREMIUMS**

Additional premiums that have been determined by annual or interim audits and/or retrospective rating adjustments are fully earned and guaranteed by the BROKER on the last date that coverage was in effect.

BROKER is relieved of responsibility for the collection of such premiums if within twenty five (25) days from the date of the WHOLESALER'S invoice, BROKER notifies WHOLESALER in writing that BROKER has made diligent efforts to collect such premiums but is unable to do so.

BROKER waives any right to commission payments under this provision if premiums are subsequently collected by WHOLESALER.

## **VII. RESPONSIBILITIES OF BROKER**

BROKER understands that in providing coverage, WHOLESALER is relying upon the accuracy of information provided by the insured through BROKER and submitted to WHOLESALER. It is the responsibility of BROKER to disclose to WHOLESALER the existence of any conditions which he is or reasonably should be aware of that may affect the insurability of the insured. Further, it is the responsibility of BROKER to inform WHOLESALER as to the type and amount of insurance coverage to be considered for quotation. WHOLESALER assumes no responsibility toward BROKER with regard to the adequacy, amount or form of coverage obtained through any insurance carrier.

## **VIII. CLAIMS**

BROKER will report all claims and/or losses as expeditiously as possible to WHOLESALER or insurer. BROKER has no authority to assign losses to be adjusted nor may he negotiate or settle any loss.

## **IX. COMPENSATION**

WHOLESALER shall pay BROKER a percentage of the premium for business produced by BROKER and placed through WHOLESALER.

BROKER shall refund return commissions on policy cancellations or reductions in coverage, in each case at the same rate at which such commissions were originally earned.

## **X. CONFIDENTIALITY**

In connection with this agreement, BROKER agrees to treat any proprietary information supplied by WHOLESALER as confidential. WHOLESALER agrees to treat any proprietary information supplied by the BROKER as confidential. Unless otherwise required by law, neither WHOLESALER or BROKER or their respective representatives will, without the other's written consent, disclose any proprietary information or other information about the relationship or program.

## **XI. INDEMNIFICATION**

WHOLESALER agrees to indemnify and hold harmless BROKER, any affiliated company, their officers, directors, employees and agents from and against any and all claims, damages, liabilities, including reasonable attorney's fees, costs or other expenses incurred by the BROKER arising directly from any acts, omissions or breach of the agreement by WHOLESALER to extent that WHOLESALER is legally liable. In addition BROKER agrees to indemnify and hold harmless WHOLESALER any affiliated company, their officers, directors, employees and agents from and against any and all claims, damages or liabilities, including reasonable attorney's fees, costs or other expenses incurred by WHOLESALER arising directly from any acts, omissions or breach of this agreement by the BROKER to the extent that BROKER is legally liable.

BROKER agrees to indemnify and hold harmless WHOLESALER, any affiliated company, their officers, directors, employees and agents from and against any and all claims, damages or liabilities, including reasonable attorney's fees, costs or other expenses incurred by WHOLESALER arising directly from any act's omissions or breach of this agreement by the BROKER for the contents or operation of the underwriting companies websites and/or rating software given access to BROKER by the WHOLESALER.

## **XII. OWNERSHIP / CONTROL OF EXPIRATIONS**

The BROKER having accounted for and paid over all premiums for which it may be liable, BROKER'S records and the use and control of expirations shall remain the property of BROKER and left to his undisputed possession and control. As such WHOLESALER will not use such information to solicit insurance and shall not disclose such information to anyone other than any company, agency or underwriter represented by WHOLESALER in connection with this agreement.

## **XIII. TERMINATION**

This agreement may be terminated by either party upon 30 days written notice of termination to the other. Such termination, however, will not affect the rights of the parties including, but not limited to, coverage, obligation to pay premiums, commissions payable and return commissions due on the date of termination.

## **XIV. EVIDENCE OF INSURANCE**

BROKER agrees to maintain an errors and omissions liability policy coverage with a per claim limit and an aggregate limit each not less than \$1,000,000 underwritten by an insurer rated not less than A- by the A.M. Best Company. BROKER further agrees to attach to this agreement a certificate of insurance evidencing coverage that is acceptable to WHOLESALER and to maintain such coverage at all times this agreement is in effect.

Further, WHOLESALER also agrees to maintain an errors and omissions liability insurance policy coverage with a per claim limit and an aggregate limit each not less than \$1,000,000 underwritten by an insurer rated not less than A- by the A.M. Best Company.

## **XV. COMPLETE AGREEMENT**

This signed agreement incorporates all of the previous and contemporaneous discussions, representations, understandings and agreements between the parties with respects to the subject matter. The terms and conditions expressed in this agreement shall not be altered except in writing, signed by an authorized officer of BROKER and an officer of WHOLESALER.

## **XVI. ASSIGNMENT**

This agreement is non-assignable and the BROKER may not assign or delegate any of the BROKER'S rights, interests, or obligations under this agreement without the express written consent of WHOLESALER.

## **XVII. WAIVER**

No waiver or modification of this agreement shall be effective unless it be in writing and signed by a duly authorized officer of WHOLESALER. The failure of WHOLESALER to enforce any provision of this agreement shall not constitute a waiver by WHOLESALER of any provision. The past waiver of a provision by WHOLESALER or BROKER shall not constitute a course of conduct or a waiver in the future of that same provision.

## **XVIII. SEVERABILITY**

If any provision hereof shall be held to be invalid or unenforceable, such legal defect shall not affect any other provision of this agreement.

## **XIX. JURISDICTION**

This agreement shall be governed by the laws of the State of New York, and any legal proceeding in connection with this agreement shall be brought only in a court of competent jurisdiction in the State of New York.

In witness thereof, the parties have caused this agreement to be signed as of the date first above written:

**BROKER**

By \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

**WHOLESALER**

By \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

# 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 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 line 1 to avoid backup withholding. For individuals, this is generally 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.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## 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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

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.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.