

## FMAP Agent Agreement and Referral Questionnaire

### TERMS AND CONDITIONS

#### SECTION I – TERM OF AGREEMENT

This Agreement will commence on the date and time of acceptance of the Agreement by Agent and continue in full force and effect until terminated by either party pursuant to the provisions hereof.

#### SECTION II - AGENT REQUIREMENTS AND DUTIES

As a condition of Agent's participation in FMAP's voluntary commercial referral program, the Agent must:

- A. Possess and maintain an active 2-20 Florida Resident Agent's License or an active 9-20 Florida Non-Resident Agent's License be in good standing with the Florida Department of Financial Services and not have been previously suspended or terminated for cause by the FRPCJUA or Citizens Property Insurance Corporation ("CITIZENS");
- B. Possess and maintain an appointment with at least one commercial insurer other than Citizens Insurance Company that is authorized to write and is actually writing new commercial residential or commercial nonresidential property coverage in the state of Florida; and
- C. Handle all referrals received from FMAP in the prescribed timeframe required by FMAP, and in a professional and competent manner.

#### SECTION III – DUTIES OF FMAP

FMAP will provide the following services, free of charge, to all participating Agents:

- A. Refer consumers seeking commercial property and casualty insurance in the state of Florida to participating Agents who have indicated their willingness and ability to write such coverage with an admitted and/or surplus lines insurer;
- B. Provide the Agent with consumer referrals whose insurance needs match the criteria specified in the Agent's Referral Questionnaire Form.

#### SECTION IV – RELATIONSHIP

Nothing contained herein will be construed to create the relation of employer and employee or principal and agent between FMAP and Agent. Nothing contained herein will be construed as giving rise to a joint venture relationship between FMAP and the Agent. The Agent will not represent to any person or entity that he/she is an employee or agent of FMAP. The Agent will be free to exercise independent judgment as to the time, place and manner in which he/she will perform services hereunder.

#### SECTION V – TERMINATION

Either party may terminate this Agreement for convenience or for cause by giving electronic notice to the other party.

#### SECTION VI - GENERAL PROVISIONS

- A. CONTROLLING LAW. This Agreement is controlled and subject to the laws of the State of Florida.
- B. ENTIRE AGREEMENT. This Agreement supersedes all prior agreements between the parties and constitutes the sole and entire agreement setting forth the benefits and obligations of the parties hereto.
- C. SEVERABILITY. In the event any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement not held otherwise unenforceable will be deemed valid and enforceable.
- D. WAIVER. The failure of FMAP to take any action, or to delay taking any action, respecting any default by the Agent, will not be deemed to constitute a waiver of the default or any subsequent default or an amendment to this Agreement.
- E. ASSIGNMENT. Neither party will assign, convey, transfer or otherwise dispose of any of their rights under this Agreement to any person or entity without the prior written approval of the other party.

**Notice**

We may amend this Agreement at any time by posting the amended terms on this Site. All amended terms are automatically effective immediately when posted and FMAP will provide you notice of these changes.

**PLEASE PRINT OR TYPE**

Agent Name: \_\_\_\_\_ Agent License Number: \_\_\_\_\_

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

Agency Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Mobile Phone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

Agent Signature: \_\_\_\_\_

## AGENT INFORMATION

(Please complete the following information. Place a check in all that apply.)

- |  |   |
|--|---|
| <input type="checkbox"/> Aircraft Coverage                       | <input type="checkbox"/> Electric Wheelchairs / Scooter - Liability       |
| <input type="checkbox"/> Animal Liability                        | <input type="checkbox"/> Child Day Care Business in Home - Liability      |
| <input type="checkbox"/> Business Operations                     | <input type="checkbox"/> Eldercare Provider w/ State Contract - Liability |
| <input type="checkbox"/> Restaurant – Prop & Liability           | <input type="checkbox"/> Boats  |
| <input type="checkbox"/> Mini / Strip Malls – Prop & Liability   | <input type="checkbox"/> Hull Coverage                                    |
| <input type="checkbox"/> Office Building – Prop & Liability      | <input type="checkbox"/> Liability  |
| <input type="checkbox"/> Building Contractor – General Liability |   |

### Commercial Residential

- |   |                               |                                 |
|---|-------------------------------|---------------------------------|
| <input type="checkbox"/> Condo Association      | <input type="checkbox"/> Wind | <input type="checkbox"/> X-Wind |
| <input type="checkbox"/> Apartments             | <input type="checkbox"/> Wind | <input type="checkbox"/> X-Wind |
| <input type="checkbox"/> Homeowners Association | <input type="checkbox"/> Wind | <input type="checkbox"/> X-Wind |

### Authorized Counties

(Place a check mark next to each county where you have the ability to write.)

- |                                    |                                       |  |
|------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Alachua   | <input type="checkbox"/> Hamilton     | <input type="checkbox"/> Okeechobee          |
| <input type="checkbox"/> Baker     | <input type="checkbox"/> Hardee       | <input type="checkbox"/> Orange              |
| <input type="checkbox"/> Bay       | <input type="checkbox"/> Hendry       | <input type="checkbox"/> Osceola             |
| <input type="checkbox"/> Bradford  | <input type="checkbox"/> Hernando     | <input type="checkbox"/> Palm Beach          |
| <input type="checkbox"/> Brevard   | <input type="checkbox"/> Highlands    | <input type="checkbox"/> Pasco               |
| <input type="checkbox"/> Broward   | <input type="checkbox"/> Hillsborough | <input type="checkbox"/> Pinellas            |
| <input type="checkbox"/> Calhoun   | <input type="checkbox"/> Holmes       | <input type="checkbox"/> Polk                |
| <input type="checkbox"/> Charlotte | <input type="checkbox"/> Indian River | <input type="checkbox"/> Putnam              |
| <input type="checkbox"/> Citrus    | <input type="checkbox"/> Jackson      | <input type="checkbox"/> St. Johns           |
| <input type="checkbox"/> Clay      | <input type="checkbox"/> Jefferson    | <input type="checkbox"/> St. Lucie           |
| <input type="checkbox"/> Collier   | <input type="checkbox"/> Lafayette    | <input type="checkbox"/> Santa Rosa          |
| <input type="checkbox"/> Columbia  | <input type="checkbox"/> Lake         | <input type="checkbox"/> Sarasota            |
| <input type="checkbox"/> Dade      | <input type="checkbox"/> Lee          | <input type="checkbox"/> Seminole            |
| <input type="checkbox"/> Desoto    | <input type="checkbox"/> Leon         | <input type="checkbox"/> Sumter              |
| <input type="checkbox"/> Dixie     | <input type="checkbox"/> Levy         | <input type="checkbox"/> Suwannee            |
| <input type="checkbox"/> Duval     | <input type="checkbox"/> Liberty      | <input type="checkbox"/> Taylor              |
| <input type="checkbox"/> Escambia  | <input type="checkbox"/> Madison      | <input type="checkbox"/> Union               |
| <input type="checkbox"/> Franklin  | <input type="checkbox"/> Manatee      | <input type="checkbox"/> Volusia             |
| <input type="checkbox"/> Flagler   | <input type="checkbox"/> Marion       | <input type="checkbox"/> Wakulla             |
| <input type="checkbox"/> Gadsden   | <input type="checkbox"/> Martin       | <input type="checkbox"/> Walton              |
| <input type="checkbox"/> Gilchrist | <input type="checkbox"/> Monroe       | <input type="checkbox"/> Washington          |
| <input type="checkbox"/> Glades    | <input type="checkbox"/> Nassau       | <input type="checkbox"/> <b>All Counties</b> |
| <input type="checkbox"/> Gulf      | <input type="checkbox"/> Okaloosa     |  |

**Please fax this document to FMAP at 850-576-3522.**