

Business Application for TOTAL Premium Finance

Please complete the information below, print and fax the signed form to us at (305) 821-3376 or email us at info@totalpremiumfinance.com Upon receipt, TOTAL PREMIUM FINANCE will open a business profile in our system which will allow us to establish a business relationship with your agency.

Note: Please include a copy of your agency and producer license when submitting this application.

Agency Information				
Legal Name of Agency:				
DBA Name (If Different):				
Physical Address:				
City:	State:	Zip Code:		
Mailing Address (If Different):				
City:	State:	Zip Code:		
Phone:	Fax:			
E-mail:				
Primary Contact Person:				
Type of Business:	LLC	Proprietorship	Partnership	Corporation
Federal Tax ID#:		Agency License #:		
E & O Coverage (Attach Copy of Policy)				
Company:				
Policy #:		Expiration Date:		
Bank References and ACH Details (not required)				
Name of Bank:				
Address:				
City:	State:	Zip Code:		
Phone:	Fax:			
Contact Person:				
Account #:		ABA (Routing) #:		

Agreement

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

I (we) hereby authorize TPF 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 TPF has received written notification of termination of authorization in such time and in such manner as to afford TPF a reasonable opportunity to act on it.

The undersigned represents to TPF that the above information is accurate and that it will notify TPF immediately of any changes. The undersigned acknowledges that TPF are 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 TPF have been satisfied. The undersigned, for and in consideration of TPF extending credit at his/her request to the Agency, **hereby jointly and severally, personally guarantee(s) to TPF its successors and assigns, the payment of any and all obligations of the Agency including the payment for any additional premiums, unearned commissions 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 TPF on demand any sum which may become due to TPF 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 TPF 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 TPF for financing and to forward the ORIGINAL of the contract by mail, within 48 hours to TPF.

Agency understands that TPF retains the right to cancel or deny payment, at TPF option, of the corresponding draft if the same has not been timely received by TPF. 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 TPF 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 TPF 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 TPF in recovering amounts due from the agent or broker in connection with any breach of the Agent/Broker representations and warranties and to indemnify TPF for any and all losses TPF 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 TOTAL 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: TPF 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 TPF. Furthermore, no deduction of unearned premium shall be deducted from TPF original contract premium funding for payment of any additional coverage added without TPF approval. Any additional coverage agreed upon amongst other parties, not including TPF and without TPF consent, is not TPF financial liability or responsibility and shall not be deducted from any unearned premium due to TPF 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 TOTAL 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.

Note: All parties who are principals in the agency greater than 15.0% must sign this form.

Name & Address Of Principals Of The Company (Attach additional pages if necessary)		
Name of Owner:	Title:	
Address:		
City:	State:	Zip Code:
SSN#:	License #:	
SIGNATURE as Corporate and Individual:		Date:
Name of Owner (if multiple):	Title:	
Address:		
City:	State:	Zip Code:
SSN#:	License #:	
SIGNATURE as Corporate and Individual:		Date:

The above signed agency, individually and corporate agrees and acknowledges that this application legally applies to TOTAL PREMIUM FINANCE.