



Delaware Association of Insurance Agents & Brokers

Driving members to distinction.

Agency Membership Application

Membership Eligibility Requirements

Agencies having one or more direct appointment(s) with a company subscribing to the American Agency System are eligible for membership. DAIAB subscribes to the definition of American Agency System whereby the agent owns the records and expirations of the policies issued through them and is able to represent more than one company.

Agency Information

Please complete the information below for the agency headquarters. If the agency has branch offices, please complete page two of this application.

Agency Name

Street Address

City

State

Zip

Mailing Address

City

State

Zip

Telephone

Fax

Agency E-mail address

For shipping purposes, indicate whether street address is a: Commercial location Residential location

State Membership

Above agency resides in and is requesting membership in Delaware Association of Insurance Agents & Brokers.

National Affiliations

Delaware Association of Insurance Agents & Brokers is affiliated nationally with the Independent Insurance Agents & Brokers of America (IIABA).

Delaware Association of Insurance Agents & Brokers

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Additional Agency Offices

Please complete the following information for all additional agency branch offices. Please use additional pages if necessary.

Office 1:

Branch Name (if operating under a different name)	Federal Tax ID*		
Street Address			
Mailing Address	City	State	Zip
Telephone	Fax	Agency e-mail address	

Office 2:

Branch Name (if operating under a different name)	Federal Tax ID*		
Street Address			
Mailing Address	City	State	Zip
Telephone	Fax	Agency e-mail address	

Office 3:

Branch Name (if operating under a different name)	Federal Tax ID*		
Street Address			
Mailing Address	City	State	Zip
Telephone	Fax	Agency e-mail address	

Office 4:

Branch Name (if operating under a different name)	Federal Tax ID*		
Street Address			
Mailing Address	City	State	Zip
Telephone	Fax	Agency e-mail address	

***If the Federal Tax ID# for a branch office is different than the agency headquarters, the branch must have a separate membership.**

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Agency Staff

Please list all staff members who are full-time employees. **Fields in bold are required.**

Primary Agency Member (Voting Member)

Name <small>(First name, middle initial, last name & suffix)</small>	Birth Date mm/dd/yy	Licensed	Resident License State	Resident License Number	* Area of Responsibility <small>(see below)</small>	E-mail Address	Employed at <small>(Headquarters, office 1, office 2, office 3, office 4)</small>
1.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					

x

Signature of Primary/Voting Member

Additional Full-Time Staff (Please use an additional sheet if necessary.) **Fields in bold are required.**

Name <small>(First name, middle initial, last name & suffix)</small>	Birth Date mm/dd/yy	Licensed	Resident License State	Resident License Number	* Area of Responsibility <small>(see below)</small>	E-mail Address	Employed at <small>(Headquarters, office 1, office 2, office 3, office 4)</small>
2.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					
3.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					
4.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					
5.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					
6.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					
7.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					
8.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					
9.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					
10.	/ /	<input type="checkbox"/> YES <input type="checkbox"/> NO					

***Area of Responsibility:**

Commercial Lines Service & Support – CL CSR
 Personal Lines Service & Support – PL CSR
 Life Group Service & Support – LAH CSR
 Other Staff – OTHER

Commercial Lines Sales – CL Sales
 Personal Lines Sales – PL Sales
 Life Group Sales – LAH Sales

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Agency Membership Application

Agency Profile: (Please answer each of the following questions)

- | | |
|---|---|
| <p>1. Date agency opened: ____ / ____ / ____</p> <p>2. Agency Structure:
____ Sole Proprietor ____ Partnership
____ C Corporation ____ S Corporation
____ LLC ____ LLP</p> <p>3. Agency Owners:
____ Number of Agency Owners
____ Average Age of Agency Owners</p> <p>4. Please list your agency's lead independent property/casualty insurance companies:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> | <p>5. Number of companies represented:
P&C: _____ LAH: _____</p> <p>6. Agency Location: ____ Rural <10,000
____ Town 10,000 – 100,000 ____ Urban >100,000</p> <p>7. Agency Revenue: \$ _____
____ % Personal ____ % Commercial
____ % Contingencies ____ % Other Fees
____ % Indiv Health ____ % Indiv Life Annuity
____ % Group Health ____ % Other Grp Benefit</p> <p>8. Please provide your agency's Federal Tax ID Number:
_____</p> <p>9. Type of Agency Management System:
<input type="checkbox"/> Applied <input type="checkbox"/> AMS <input type="checkbox"/> Other _____</p> <p>10. E&O carrier and expiration date: _____</p> |
|---|---|

Membership Dues:

- A portion of DAIAB membership dues are deductible as ordinary business expenses under the Internal Revenue Code; however, dues may not be considered as charitable contributions.
- The DAIAB Tax Identification Number: 47-0901657
- There is no refund allowance, part or in full, for membership dues.
- By submitting payment of membership dues, you are deemed to have accepted and be bound by the terms of the "Trusted Choice License Agreement" which is part of this application. You may choose to not participate in the Trusted Choice Program and not be bound by the terms by e-mailing trustedchoice@iiaa.net. No license is then granted to use the mark or participate in the Program. Payment of full membership dues is required in all cases.

Dues Payment Options:

- Check Enclosed \$ _____
(Make Checks Payable to DAIAB)
- Please charge to my credit card \$ _____
- VISA MasterCard American Exp
 Personal Card Business Card

Account Number (all digits please)

Expiration Date ____/____

Name on the credit card

Cardholder Signature

Mail or fax your membership application to:

Delaware Association of Insurance Agents & Brokers
P.O. Box 2023
Mechanicsburg, PA 17055-0763
Phone: (800) 998-9644
Fax: (717) 795-8347
E-mail: iab@iabgroup.com

Office Use:

Date Application Received _____

Membership Approved _____

Dues Amount \$ _____

Check Number _____ P or A

Date Joined _____

Delaware Association of IA&B Membership Dues Schedule

- Please use the schedule below to determine your dues. Dues and schedule are subject to change without notice.
- Contact DAIAB at iab@iabgroup.com to obtain the current percent of your new membership dues that is deductible for tax purposes. This percentage will be provided annually on your membership renewal invoice.
- DAIAB's fiscal year begins April 1 and runs through March 31. Membership benefits are provided through March 31 of the following year regardless of whether an agency joins during Schedule A, B or C below.
- Pro-rated dues and new member incentives are not applicable to an agency during a fiscal year in which they non-renew membership.

Total # of Full-Time Employees	Full Annual Dues	Schedule A	Schedule B	Schedule C
		Application received between Jan. 1– Apr. 30	Application received between May 1– Aug. 31	Application received between Sep. 1– Dec. 31
Pro-Rate Percentage		100%	75%	50%
1	\$400	\$400	\$300	\$200
2	\$500	\$500	\$375	\$250
3	\$550	\$550	\$413	\$275
4	\$600	\$600	\$450	\$300
5	\$700	\$700	\$525	\$350
6	\$800	\$800	\$600	\$400
7	\$900	\$900	\$675	\$450
8	\$950	\$950	\$713	\$475
9	\$1,050	\$1,050	\$788	\$525
10	\$1,100	\$1,100	\$825	\$550
11-15	\$1,150	\$1,150	\$863	\$575
16-20	\$1,250	\$1,250	\$938	\$625
21-30	\$1,350	\$1,350	\$1,013	\$675
31-40	\$1,450	\$1,450	\$1,088	\$725
41-50	\$1,550	\$1,550	\$1,163	\$775
51+	\$1,650	\$1,650	\$1,238	\$825

Annual Dues Renewal

Between October and December of each calendar year, DAIAB will distribute an Agency Verification Form (AVF) to each member agency. It will provide the agency a listing of full-time staff on record at DAIAB. It is the responsibility of each member agency to complete and return the AVF within a specified time so that the membership renewal invoice accurately reflects the number of full-time staff in each agency. Notification of further changes following the return of the AVF is the responsibility of the agency. No adjustments will be made to dues renewal invoices after the annual dues renewal invoices have been mailed.

This License ("Agreement") is made between Trusted Choice[®], Inc. ("Trusted Choice[®]") and the independent insurance agency ("Licensee") that completes this registration process to enroll in the Trusted Choice[®] Program ("Program").

BY AGREEING, LICENSEE EXPRESSLY AGREES TO BE BOUND BY ALL TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL TERMS OF THIS AGREEMENT, NO LICENSE IS GRANTED TO USE THE MARK (AS DEFINED BELOW) OR PARTICIPATE IN THE PROGRAM.

1. The Program and Registration

A. Program. The Program, and the "Trusted Choice[®]" name, logos and trademarks (collectively "Mark") are proprietary to Trusted Choice[®] and are protected by intellectual property laws and treaties. Licensee's use of the Mark is as a licensee and Licensee will not acquire any ownership rights in the Mark.

B. License. Trusted Choice[®] grants to Licensee a nonexclusive, nontransferable, nonassignable, nonsublicenseable, revocable license to use the Mark under the Program, and only as permitted by the Program. Nothing in this Agreement shall be construed to grant any right or interest to Licensee to use any other mark owned or used by Trusted Choice[®].

2. Representations and Warranties

Licensee represents and warrants to Trusted Choice[®] that: (A) Licensee is a member in good standing of a state association affiliated with the Independent Insurance Agents and Brokers of America, Inc. ("IIABA"); (B) Licensee shall comply with all terms and conditions of this Agreement, including, without limitation, all exhibits incorporated into the Agreement; (C) Licensee has provided accurate and complete registration information, including, without limitation, Licensee's legal name, address, telephone number, and email address; and (D) the person entering into this Agreement on behalf of Licensee is fully authorized to do so.

3. Pledge of Performance

Licensee agrees to the Pledge of Performance, attached hereto as Exhibit A and incorporated herein by reference.

4. Acceptable Trademark Rules

Licensee agrees to abide by all terms and conditions of the Trusted Choice[®] Logo Rules, attached hereto as Exhibit B and incorporated herein by reference, including on all printed and electronic materials (collectively "Materials") used or distributed by Licensee using the Mark.

5. Term

This Agreement is effective on Licensee's acceptance of this Agreement and shall continue until terminated by either party hereto as provided for herein. Licensee may terminate this Agreement at any time and for any reason on written notice to Trusted Choice[®]. Trusted Choice[®] may, at any time and for any reason, such as, but not limited to, breach of this Agreement or failure to remain a member in good standing of an IIABA state association: (A) suspend Licensee's participation in the Program and authorization to use the Mark; and (B) terminate this Agreement.

In the event of termination of this Agreement, Licensee shall immediately discontinue all uses of the Mark, destroy all Materials in its possession or control bearing the Mark and delete all uses of the Mark in its Materials.

6. Indemnification

Licensee shall defend, indemnify, and hold harmless Trusted Choice[®] and its corporate affiliates, and their respective officers, directors, employees and agents, against all claims, demands, causes of action, or liability (collectively "Claims") arising out of or related to Licensee's use of the Mark or participation in the Program. Licensee shall promptly reimburse Trusted Choice[®] and its corporate affiliates, and their respective officers, directors, employees and agents for all expenses and costs incurred in defending Trusted Choice[®] against all Claims, including, but not limited to, attorney's fees. Trusted Choice[®] or its corporate affiliate, as appropriate, shall have the right, in their respective sole discretion, to select counsel to defend them or their officers, directors, employees and agents against all Claims. This indemnification shall survive termination of this Agreement.

7. Acknowledgments

Licensee acknowledges that: (A) this Agreement and the Program are not a sale to Licensee or grant of a right to enter into a business; (B) Licensee obtains Licensee's appointments or rights to offer and sell insurance or any other product or service from sources other than Trusted Choice[®]; (C) Licensee's participation in the Program is voluntary; (D) Licensee can elect to use materials created by Trusted Choice[®] but does not need to and is not required to do so as a condition to voluntary participation in the Program; (E) Trusted Choice[®] does not and will not control Licensee's business organization, promotion activities, management, marketing plan, business affairs or other aspects of Licensee's business;

(F) any offer of assistance provided by Trusted Choice[®] is not necessary or critical to the overall operation of Licensee's business; (G) Licensee's payment to Trusted Choice[®] reflects the fair market value of any materials and services offered or provided and is non-refundable; (H) Trusted Choice[®] does not provide Licensee any form of marketing plan (such as guidance or approval regarding site, facility design, operating hours, production techniques, accounting, personnel matters, customer or territory restrictions, or otherwise) but rather, Licensee develops Licensee's own marketing plan using tools and resources available to Licensee from a variety of sources other than Trusted Choice[®]; (I) the Program is designed to supplement but not replace Licensee's name and identity; and (J) Trusted Choice[®] may establish rules for access to and continued use of any Trusted Choice[®] materials that are available for voluntary use by Licensee.

8. Miscellaneous

A. Law and Venue. The parties consent to submit to the jurisdiction of the state and federal courts of the Commonwealth of Virginia with respect to any dispute that may arise under this Agreement. This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Virginia, without reference to conflicts of laws rules.

B. Amendment. Trusted Choice[®] shall have the right, at any time and without notice, to add to or modify the terms of this Agreement, by posting the amended terms to the Trusted Choice[®] Web site. Licensee's continued participation in the Program after the date that the amended terms are posted shall be deemed to constitute acceptance by Licensee of the amended terms.

C. Waiver and Severability. No failure or delay in exercising or enforcing any right or remedy hereunder by Trusted Choice[®] shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

D. Interpretation. The captions used in this Agreement are for reference only and shall not be used to interpret the Agreement. The terms of this Agreement shall be interpreted according to their fair meanings and not strictly for or against any party.

E. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject hereof, and supersedes any prior understandings or writings, and may be modified as provided for herein.

F. Assignment. This Agreement may not be assigned by Licensee without the prior written permission of Trusted Choice[®].

G. Unsolicited E-Mails/Faxes. Licensee hereby authorizes Trusted Choice[®] or any of its corporate affiliates to send unsolicited commercial e-mails and/or faxes to Licensee and any of its employees.



Trusted Choice[®] Pledge of Performance

Trusted Choice[®] agencies are insurance and financial services firms whose access to multiple companies and commitment to quality service enable us to offer our clients competitive pricing, a broad choice of products and unparalleled advocacy.

As a Trusted Choice[®] agency, we are dedicated to you and are committed to treating you as a person, not a policy. This commitment means we shall:

- Work with you to identify the insurance and financial services that are right for you, your family or your business and use our access to multiple companies to deliver those products.
- Guide you through the claims process for a prompt and fair resolution of your claim.
- Help you solve problems related to your coverage or account.
- Explain the coverages and options available to you through our agency, at your request.
- Return your phone calls and e-mails promptly and respond to your requests in a timely manner.
- Provide 24/7 services for our customers, offering any or all of the following: emergency phone numbers, Internet account access, e-mail and call center services.
- Use our experience and multiple company relationships to customize your coverage as needed.
- Commit our staff to continuing education so they may be more knowledgeable in serving you.
- Treat you with respect and courtesy.
- Conduct our business in an ethical manner.

We pledge this to you, our clients and ask that you let us know if we fail to meet our commitment, so we may take corrective action.