



Your Bonding Resource Center!

Agency Agreement

SUBMISSION INSTRUCTIONS:

- 1) Please fill out the form completely.
- 2) Please read our Privacy Policy at:
<http://www.southwestbonding.com/privacy.html>
- 3) Use one of the following options to send your application to Southwest Bonding:
 - a) Email your application to Jacki Layfield at: info@southwestbonding.com
 - b) Fax your application to Jacki Layfield at: (817) 796-2637
- 4) We will respond to your request Monday–Friday within 24 hours of receiving your application.

If you have any other questions, please feel free to contact us at our Texas location:

Texas

300 Burnett Street #127
Fort Worth, TX 76102
Phone: (817) 509-1511
Fax: (817) 796-2637
info@southwestbonding.com

San Diego

401 West A Street #2230
San Diego, CA 92101
Phone: (619) 231-9522
Fax: (619) 231-9545
sandiego@bondservices.com

Orange County

2700 N. Main St. #1105
Santa Ana, CA 92705
Phone: (888) 558-3007
Fax: (714) 558-8297
orangecounty@bondservices.com

Los Angeles

523 West 6th St. #242
Los Angeles, CA 90014
Phone: (213) 628-2970
Fax: (213) 628-2977
losangeles@bondservices.com

Inland Empire

290 W. Orange Show Rd. #109
San Bernardino, CA 92408
Phone: (909) 890-1409
Fax: (909) 890-4282
sanbernardino@bondservices.com

San Jose

55 South Market St. #1060
San Jose, CA 95113
Phone: (408) 998-5056
Fax: (408) 279-3160
sanjose@bondservices.com

Bay Area / Concord

724 Ferry St.
Martinez, CA 94553
Phone: (925) 370-2330
Fax: (925) 370-2339
norcal@bondservices.com

Sacramento

7221 South Land Park Dr.
Sacramento, CA 95831
Phone: (916) 424-0435
Fax: (916) 424-0437
sacramento@bondservices.com

Arizona

20325 N. 51st Ave. #134
Glendale, AZ 85308
Phone: (623) 362-0601
Fax: (623) 362-2218
az@bondservices.com

ADDENDUM NUMBER 1

The term "Agent" refers to the party named above as agent. The term "Southwest Bonding Company" shall refer to Southwest Bonding Company Agency and Brokerage, LLC.

A. Agents Authority

- 1) Agent may solicit and submit applications to Southwest Bonding Company for surety bonds. Southwest Bonding Company shall pay to Agent a commission in accordance with its standard commission practice on bonds issued as a result of an application submitted by Agent.
- 2) Agent does not have any underwriting authority or binding authority and all applications must be submitted through Southwest Bonding Company. Southwest Bonding Company reserves the right to decline any bond submission, to decline to renew any bond or to cancel any bond at any time.

B. Agents Obligations

- 1) Fees charged by Agent, Southwest Bonding Company, or both, must comply with all insurance regulations for the state in which the bond is issued and the client must be informed of the fees charged prior to the issuance of any bond.
- 2) Agent shall comply with all rules and regulations of Southwest Bonding Company in existence from time to time.
- 3) Agent shall immediately notify Southwest Bonding Company if Agent has knowledge of a possible claim in accordance with the California Unfair Claims Practice Regulation.
- 4) Agent shall be responsible for any acts or omissions of Agent, including, but not limited to, acts or omissions of any employee or subagent of Agent.
- 5) It is the Agent's responsibility to insure that the bond and/or policy fulfills client's needs and Agent shall hold Southwest Bonding Company harmless and defend Southwest Bonding Company in matters relating to the issuance of the bond or policy on behalf of the client.

C. Premiums and Commissions

- 1) Agent shall remit any premiums collected. If this agreement is terminated by either party, Agent shall pay all premiums for which it may be liable. If this agreement is terminated by either party, Southwest Bonding Company may collect any unpaid premium directly from the bond principal.
- 2) Southwest Bonding Company reserves the right to not issue a bond until the premium has been paid.
- 3) Where credit is extended or on renewals, Southwest Bonding Company reserves the right to collect delinquent premiums directly from the bond principal
- 4) In the event Southwest Bonding Company refunds any premium because of cancellation of a bond or otherwise, Agent shall return any commission received on the premium refunded.

D. General Provisions

- 1) A written statement signed by the bond principal designating Agent as its agent shall be binding upon Agent and Southwest Bonding Company as to all aspects of the bond including any subsequent or renewal premium.
- 2) This premium may be terminated by either party at any time upon sixty (60) days written notice to the other party.
- 3) Agent's authority under this agreement shall be effective so long as Agent is licensed according to the laws of the state(s) in which Agent is transacting business.
- 4) This agreement supersedes all previous agency agreements, written or oral, between Southwest Bonding Company and Agent and is effective on the date signed and shall remain in full force and effect until terminated as provided herein.
- 5) Agent is an independent contractor and not an employee of Southwest Bonding Company.



AGENCY AGREEMENT

Agency Name: _____

Agency Contact: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

License Number: _____ **...and State:** _____

Please include a copy of your license.

Tax Payer I.D.: _____

Type of Entity: _____

The undersigned has read and agrees to the terms and conditions set forth on Addendum 1 to this agreement. The parties agree that no business may be processed or commissions paid until this agreement is signed by Agent and accepted by Southwest Bonding Company Agency and Brokerage, LLC, and signed by an authorized representative.

Agent:

Signature

Title

Date

Southwest Bonding Company Insurance Agency and Brokerage, LLC:

Authorized Representative

Date