# Membership gives you a competitive advantage.

MARKET ACCESS | REPRESENTATION | KNOWLEDGE | E&O | BUSINESS TOOLS

Call 775-499-5844 or email susan@niia.org to find out more. niia.org





Nevada Independent Insurance Agents



A respected government affairs team advocating for a fair insurance marketplace Representation in Carson City and Washington D.C. to be sure insurance-related ADVOCACY issues are being addressed and fought for Advocacy efforts backed by a million-dollar PAC (the industry's only!) Attractive Job Postings and a place to put it **HIRING &** Candidate screening and expert interviewing to get you to the right hire STAFFING Retention programs to keep your staff happy and perpetuating your agency HR support, employee handbooks, and hiring and retention toolkits A competitive online presence to attract new prospects to your agency A robust marketing arm, complete with professional produced, customizable content, ads, social posts and mailers MARKETING An opportunity to compete against captive writers, InsurTechs, and directs taking up industry space A connection to a national brand that sets you apart Access to diverse array of markets to fill your customers' changing needs Continuing Education and cutting-edge information that exceeds anything you'll SOLUTIONS find elsewhere One place you can get an answer to all the challenges you face Protection for your agency and benefits for your staff Access to company representatives and vendors who offer services to support the success of your agency NETWORKING Peers looking to connect on issues and help you get answers to your challenges Collaborate with the brightest and best professionals our industry has to offer A community that connects you with the people and resources to get your job done

WE'VE GOT THAT.



## Application as a Principal Member/Agency

Independent Agencies practicing Property & Casualty and/or Life & Health are welcome to apply for NIIA Principal Member/Agency membership. This is a full membership offering access to the wide range of NIIA services and the principal can vote in elections, hold positions on the state and national committees and the Board of Directors. Members are also enrolled in the National Independent Insurance Agents and Brokers of America (IIABA/ Big I) and Trusted Choice<sup>®</sup> with access to their products, services and logos.

Agency Name:	·		Yr. established
Telephone:	_Fax:	_Website:	
Physical Address:			
Mailing/Billing Address:			
List All Branch locations:			

1

	Name	Title	Email	Designation (CISR, CIC)
Agency Principal				
Primary Contact				
Personal Lines				
Commercial Lines				
Emerging Leader				
Note: All employees have permis	sion to access the NIIA and IIABA benefit	ts. To do so, please provid	e a list of all employees, titles and their er	nails with this application.
Business Type:	Corporation 🗖 LLC/I	Partnership	🗖 Individual/Sole Propriet	or
List all principals and o	wners not listed above			
Is applicant agency ow	ned or controlled by anoth	er agency? 🗖 Ye	s 🗖 No	
If yes, name controlling	g entity:			
What is the percentage	e of the lines of business th	at make up your	agency?	
CL%	PL% L&H	%	Other%	
	• PO Box 530425, He	enderson, Nevada	89053	
BIG ()	2904 W. Horizon R 775.499.5844 O	E. E.	01, Henderson, NV 89052 www.niia.org	



is an independent Agency operating under the American Agency System-

Agency Name	
List top 4 Carriers appointments :	
Are you contracted with an aggregator or cluster? 🗖 Yes 🛛 🗖 No	
If Yes, please name all:	
Current Errors and Omissions Carrier:	_ Expiring Date
Are you or your agency a member of other industry associations? 🗖 Yes	□ No
If Yes, please list:	

Please attach a copy of your current individual and, if applicable, business P&C license.

Applicants Certification: I, hereby certify the information reported on this application is true and correct. I certify I am a duly licensed insurance producer operating either individually or as a business entity within the State of Nevada, maintaining an office and operating on a commission basis of my own/its own account with ownership of the expiration dates under the American Agency System. This application does not constitute a written offer or guarantee of approval for membership. I authorize the NIIA to verify any of the information contained in this application. Once approved for membership, I pledge to abide by the Code of Ethics of the Independent Insurance Agents & Brokers of America and the By-Laws of the Nevada Independent Insurance Agents, the Trusted Choice License Agreement including the Trusted Choice Pledge of Performance (as attached to this application) and the Insurance Statutes of the State of Nevada. I commit to keep membership annual dues current as calculated per the agency employee count. I also agree to support the efforts of the Association and to do my part to uphold and perpetuate the profession of the Independent Insurance Agent including attending NIIA meetings and events.

Signature: \_

Date:

By signing this application, I give consent for the Nevada Independent Insurance Agents and its entities to send communications to the contacts herein.



PO Box 530425, Henderson, Nevada 89053 2904 W. Horizon Ridge Pkwy, Suite 201, Henderson, NV 89052 775.499.5844 O | 775.295.5010 F | www.niia.org



#### Annual Dues Calculations:

Membership runs from acceptance of your application through June 30. Annual membership dues include NIIA state, IIABA (Big I) and Trusted Choice association dues. Membership dues are based on the total number of employees. "Employees" include all officers, owners, partners, producers, and other licensed or unlicensed employees and independent contractors who further the work of the agency or brokerage firm, wherever located, whether involved with insurance, employee benefits or other financial services of the agency.\* Those who work 30+ hours per week should be counted as "1". Those who work under 30 hours should be counted as .5. NIIA dues are a flat fee determined by the Board of Directors prior to each annual billing period. Dues are fully earned and not refundable. Membership entitles member agencies the use of the Independent Agents Association and the Trusted choice symbols, logos, promotional materials and programs. If membership is cancelled, all the above must be removed from any agency materials.

*Agency Employee Count	Full Time	Part Time	
Minimum agency dues 1 to 3	\$700		
4+ employees (additional dues)	\$58 per full-time employee	\$29 per part-time employee	
Maximum dues charged (34+)	\$2500 flat fee		

Example Calculation for 5 employees:

Minimum 3 or less	\$700
2 full-time at \$58 each	\$116
Total Dues	\$816

Example Calculation for 11.5 employees:

Minimum 3 or less	\$700
8 FY at \$58 each 1 PT at \$29	\$493
Total Dues	\$1193

Please note your application must first be approved by NIIA's Board of Directors. Upon approval you will be invoiced for membership dues. Dues to the Nevada Independent Insurance Agents are not deductible as a charitable contribution but may be deductible as an ordinary and necessary business expense. A Portion of the dues, however, is not deductible as an ordinary and necessary expense to the extent that the NIIA and IIABA engages in lobbying. The non-deductible portion of dues for fiscal year 2019/2020 is 20%.

#### Corporate Political Contribution:

The Political Action Committee is funded by a voluntary corporate donation that is designed to enhance our association's state government affairs advocacy. Corporations are allowed under state law to contribute corporate money to the association, separate from dues, which go to pool money from other agencies. This money is then distributed to the various campaign committees in the legislature to help further the association's voice in the halls of the capitol. Donations are not tax deductible. Your contribution will remain anonymous as only the association will be listed as the donor. Please consider making an additional corporate contribution.



PO Box 530425, Henderson, Nevada 89053 2904 W. Horizon Ridge Pkwy, Suite 201, Henderson, NV 89052 775.499.5844 O | 775.295.5010 F | www.niia.org

#### **Trusted Choice® LICENSE AGREEMENT**

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 SIGNING THE ATTACHED FORM, LICENSEE EXPRESSLY AGREES TO BE BOUND BY ALL TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL TERMS OF THIS AGREEMENT, THE ATTACHED FORM SHOULD NOT BE SIGNED, AND 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 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, located online at https://www.iiaba.netfTrustedChoice/utils&docslTrustedChoiceLogoGuide.pdf, 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.

#### **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 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 emails 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, email 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

Signature	of	Agency	Prin	cipal:
S'Burner o	Ψ×			• · p • · · ·

Date: \_\_\_\_\_

. .

Email address: