



Nevada Independent Insurance Agents Membership Application



Agency/Company Name: _____

Telephone: _____ Fax: _____ Website: _____

Physical Address: _____ Mailing Address: (if different)

	Name	Email
Agency Principal		
Primary Contact (if different)		
Additional Contact		
Personal Lines Contact		
Commercial Lines Contact		
Young Agent Contact		

**Above is how the listing will appear in the NIIA Membership Guide.*

Billing Information: (if different)
 Company Name: _____
 Billing Address: _____

 Telephone: _____
 Fax: _____
 Billing Contact: _____
 Email: _____

Additional Branch Offices: (use back if needed)
 Company Name: _____
 Physical Address: _____

 Telephone: _____
 Fax: _____
 Branch Contact: _____
 Email: _____

1) If incorporated, list all officers and titles. If Sole Proprietorship or Partnership, list all principles/owners.

2) Membership dues to IIABA and NIIA are based on total number of employees. For national dues purposes “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 ½. NIIA dues and Local Association dues of applicable are a flat fee determined by Boards of Directors prior to each annual billing period.

Membership Dues are calculated as follows:

Minimum agency dues (3 or less employees)	\$ 700.00
Agency <u>part time</u> employee (4 thru 22)	\$ 29.00 per employee
Agency per <u>full time</u> employee (4 thru 22)	\$ 58.00 per employee
Maximum Agency Dues (22 or more employees)	\$2500.00

Example A: Agency with 5 employees:	
Minimum Agency Rate (3 or less)	\$700.00
Two Employees at \$58.00 each	<u>\$116.00</u>
Total NIIA Membership Dues	\$816.00

Example B: Agency with 11 employees:	
Minimum Agency Rate (3 or less)	\$700.00
Eight Employees at \$58.00 each	<u>\$464.00</u>
Total NIIA Membership Dues	\$1,164.00

Full time employee's _____ # 1/2 time employee's _____

3) List other businesses in which you are engaged: _____

4) What portion of your time is devoted to insurance and conducting the affairs of the agency?: _____

6) List all offices where applicant conducts business for the agency: _____

7) Is applicant firm owned or controlled by another agency? Yes _____ No _____ If so, explain: _____

8) List all major Insurance companies with which have an appointment :

9) **Please attach a copy of your current Nevada Property/Casualty license. Your application will be considered incomplete and will not be processed without a copy of your current Nevada Property/Casualty**

Applicants Certification: I certify that I am a licensed Nevada Resident Agent, that I am unquestionably the owner of my expirations, that I operate a local insurance agency and maintain an office for the purpose and that I do not, nor will I in the future, broker business for direct writing agents. I further certify that I will seek at all times to elevate the standards of the insurance profession by governing all my business and community relations in accordance with the provision of the Code of Ethics of the Independent Insurance Agents & Brokers of America and the By-Laws of the Nevada Independent Insurance Agents. I further agree that a representative of my agency will attend at least one Membership meeting of the Nevada Independent Insurance Agents (Annual or Tradeshow) within 12 months following acceptance as a member.

Signature _____ *Date* _____

Please note that your application must first be approved by NIIA's Board of Directors. Upon approval you will be invoiced for membership dues.

Important Trusted Choice Information

Please review the attached Trusted Choice License Agreement and the Pledge of Performance. Participation in the Trusted Choice branding program is a benefit of membership; however, we must receive an authorized signature to process Trusted Choice enrollment.

By signing below, I certify that I have read the Trusted Choice License Agreement and the Pledge of Performance and agree to the terms.

Signature of Agency Principal: _____ Date: _____

Email address: _____

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.net/TrustedChoice/Utils/docs/TrustedChoiceLogoGuide.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