## Southern General Agency Auto Division Agency Profile Sheet

Agency Name/DB		Data Catablish J.
Agency ID:		Date Established:
Agency Type:	Individual	l Partnership Corporation LLC
Marketing Rep:		
States licensed in:	Texas	Louisiana Mississippi Georgia
Agency Information	I	Mailing Information
Street Address:		Mailing Address
City, State, Zip:		City, State, Zip:
County/Parish:		Tax ID Number:
Office Phone:		Agency E-mail:
Office Fax:		Alt. Phone:
Principal/Agent/Ow	ner Information	Name:
Home Address:		E-mail:
City, State, Zip:		Date of Birth:
Home Phone:		Driver License:
Cell Phone:		SSN:
Agency License Inf	ormation	
License Name:		
License Number:		License Expiration:
License Type:	P/C Li	Limited Lines
Computer Informati	on	
Windows Version: _		No of Computers:

Comp Rater:	Quote 🔲	CCI Stand Alone	Accu-Auto  Other							
Carrier Information										
Carrier:	Volume:		Loss Ratio:							
Carrier:	Volume:		Loss Ratio:							
Carrier:	Volume:		Loss Ratio:							
Carrier:	Volume:		Loss Ratio:							
Other Contact Information										
Contact Name:		Contact Phone:								
Contact Name:		Contact Phone:								
Commission Check Information		E & O Information								
Name on Check:		E & O Carrier:								
ATTN:		E & O Policy #:								
Address:		E & O Exp. Date:								
City, State, Zip:		E & O Limits:								
Are all employees licensed as an Agen  Yes No (Explain)  Have any complaints been filed with the three years?  No Yes (Explain)  Have you ever had a license suspende  No Yes (Explain)  I do hereby declare and warrant that the inform do hereby grant my permission for a credit reportion of the control of th	e Department d or revoked nation provided hort to be obtaine	by ANY insurance regulate	ory agency? the best of my knowledge. I also							
email correspondence between myself and/or r  Signature of Principal		Name of Principal	 Date							

## **Southern General Agency Inc.**

## **Producer Agreement**

Date
Herein after referred to as Effective Date
Herein after referred to as Effective Date
Producer Corporate Name
Herein after referred to as Producer
Owner Name
Herein after referred to as Owner
Producer Mailing Address
Herein after referred to as Mailing Address
State Of Operation
Herein after referred to as Authorized State

This agreement is entered into on the Effective Date by and between Southern General Agency on the one side (herein after referred to as SGA) and the Producer and Owner on the other side.

Whereas SGA wishes to distribute insurance through the Producer's office and Producer wishes to sell insurance from its office.

Now, for the mutual consideration provided by SGA, Producer and Owner they hereby agree as follows.

### 1. Producer is authorized to:

- 1. Solicit and service contracts of insurance on behalf of SGA for those lines of insurance listed in the Schedule of Commissions; and,
- 2. To receive, receipt and hold in trust premiums due SGA under this agreement.
- 3. Submit, process, and issue online new applications, endorsement applications, cancellations, reinstatements, and payments via the SGA website.

## 2. Producer is NOT authorized to:

- 1. Bind coverage, however, once the SGA system issues a policy or endorsement, coverage will be bound.
- 2. Issue policies, endorsements, or cancellations, financial responsibility filings, certificates of insurance, or filings required by governmental agencies.
- 3. Extend authority to any other producer, broker, solicitor or sub- producer.
- 4. Give SGA rates, guidelines, and/or applications to anyone other than employees of Producer.
- 5. Backdate the effective date of coverage on any policy or endorsement.
- 6. Adjust, negotiate or settle claims.

## 3. Producer will:

- 1. Maintain in effect all licenses required by the Authorized State.
- 2. Allow inspection of Producer's books and records related to business placed with SGA.
- 3. Comply with only risks that meet the guidelines in the SGA Underwriting Manual.
- 4. Guarantee compliance with SGA's electronic signature protocol to provide with certainty that all documents are electronically signed or initialed by the Named Insured only, upon the election by the applicant to do business electronically. It is the Producer's responsibility to properly explain, oversee, and assist in the execution and use of electronic signature by the Named Insured. The Producer also guarantees that only an authorized and properly licensed and appointed Producer will sign on behalf of the Producer where a Producer signature and/or initials are required.
- 5. Deliver upon policy issuance a copy of the executed application documents along with the automobile insurance policy, declarations page, and automobile ID card(s) to the Insured.
- 6. Retain originals and reproductions of insurance documents, including but not limited to insurance applications, photographs, documents necessary to secure premium discounts in accordance with underwriting criteria and any document produced or secured in the normal course of obtaining automobile insurance, in a fiduciary capacity on behalf of SGA.
- 7. Be an independent contractor, responsible for Producer's operating expenses, fees, and taxes associated with the operation of Producer's business.
- 8. Maintain in force at least \$300,000 Errors and Omissions coverage with an insurer acceptable to Company.
- 9. Comply with all laws relating to the sale of insurance covered by this agreement.
- 10. Report all losses and refer all claims inquiries to Company immediately when reported to Producer.

11. Guarantee compliance with each and every provision of this agreement by any and all locations listed in Additional Locations Exhibit, if attached.

### 4. SGA will:

- 1. Issue policies, renewals, endorsements and cancellations.
- 2. Bill policyholders for monthly renewal premiums or monthly installment premiums as required.
- 3. Provide Producer with guidelines outlined in the Underwriting Manual that will apply on the date the policy is issued.
- 4. Accept risks bound that meet SGA guidelines outlined in the Underwriting Manual.

## 5. Commission:

- 1. SGA will pay Producer commissions for insurance policies written under this agreement as specified in the Schedule of Commissions and applicable on the policy effective date. SGA may amend The Schedule of Commissions at any time by giving Producer written notice of the change.
- 2. In the event that this agreement includes an *Additional Locations Exhibit*, it is understood and agreed that the commissions specified on The Schedule of Commissions, are applied on an individual location basis, and not collectively.
- 3. Producer will refund to SGA any unearned commissions at the same rate that commissions were paid Producer.
- 4. SGA may offset any commissions due Producer from SGA against any other balances owed by Producer to SGA.

### 6. Termination:

Either party may suspend or terminate this Agreement by giving the other party thirty (30) days written notice.

This Agreement is terminated automatically, without notice when:

- 1. Producer does not have a valid and active license to do business as an insurance producer in the Authorized State.
- 2. There is any change in ownership or control of Producer.
- 3. Producer commits an act which is unethical and/or unlawful in the sole discretion of SGA.

## 7. Upon Termination of This Agreement:

- 1. Producer's authority under this Agreement ceases.
- 2. Producer owns the right to expirations as long as all amounts owed to SGA have been paid. SGA will provide Producer with a written statement of amounts owed. If that amount is not paid with fifteen (15) days, Company owns the expirations.
- 3. If termination is because Producer is not licensed to sell insurance, SGA may appoint another producer to service the business produced under this agreement.
- 4. Policies will continue in force to normal expiration, unless cancelled according to policy terms.
- 5. If required by law to do so, SGA will offer renewal of expiring policies.

## 8. Premium Accounting:

- 1. Producer will remit all premium and fees due SGA on a gross basis and commission will be paid on net collected premium.
- 2. SGA will prepare a statement of premiums written and commissions due Producer and either mail it to Producer not later than the 15<sup>th</sup> day of each month or make it available via SGA online system. Commissions due Producer will either be mailed in the form of a check or Direct Deposit to Producer account.
- 3. Omission of any item from a monthly statement shall not affect the responsibility of either party to account for and pay all amounts due the other and it shall not prejudice the rights of either party to collect such amounts.

## 9. Fiduciary Responsibility:

Funds received by Producer, as premiums for insurance written under this agreement, shall be held by Producer in a fiduciary capacity in trust for SGA. SGA shall have a first lien on such funds. SGA may deduct the amounts owed by Producer to SGA from any compensation or amounts due Producer from SGA.

#### 10. Arbitration:

If irreconcilable differences of opinion arise as to the interpretation of this Agreement, the difference shall be submitted to arbitration, one arbitrator to be chosen by SGA, one by Producer and an umpire by the two arbitrators. The arbitrators and umpire shall be active or retired disinterested officers of fire and casualty insurance companies or insurance producers authorized to transact business in the Authorized State.

If either party fails to name its arbitrator within thirty (30) days after receiving the written request by registered mail, return receipt requested, of the other party to

do so the latter shall name both arbitrators and they shall select an umpire as stipulated herein.

If the two arbitrators fail to agree upon the selection of an umpire within thirty (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and a decision shall be made by drawing lots.

The arbitrators are relieved from all judicial formalities and may abstain from following the strict rules of law. They shall interpret this Agreement as an honorable engagement, and their decision shall be final and binding upon both parties.

Each party shall bear the expense of its own arbitrator and shall jointly and equally bear the expense of the umpire and other expenses of the arbitration. Any arbitration shall take place in the Authorized State, unless otherwise mutually agreed.

## 11. Miscellaneous:

This Agreement:

- 1. Contains the entire understanding between Producer and SGA.
- 2. Supersedes all previous agreements, whether oral or written.
- 3. May not be altered or modified except in writing.
- 4. May not be assigned or transferred by either party without the prior written consent of the other party.
- 5. Shall be governed by and interpreted under the laws of the Authorized State. Any provision in this Agreement that is contrary to the controlling law is deemed to be amended to bring it into compliance with that law. The judicial determination that any section of the agreement is unenforceable shall in no way impair or affect the validity or enforceability of any other provision of this agreement.

In the event SGA should not insist upon strict compliance with any of the terms of this agreement or any provisions contained in SGA Underwriting Manual, such failure shall not constitute a waiver or relinquishment on our part to insist upon such compliance at any other time or times.

The obligations and duties of this agreement are fully performable in Authorized State.

All payments to SGA shall be made to the processing office of SGA.

## 12. Additional Provisions:

None

Company	
	Date
Producer	
	Date
Owner	
	Date

## **SCHEDULE OF COMMISSIONS**

Private Passenger Automobile Insurance:

- A. Monthly direct bill premium (premium does not include any of the fees) 15.00% commission new and 15.00% commission Renewal.
- B. Semi Annual Policy-Paid in Full and installment pay plans (premium does not include any of the fees) 15.00% commission New and 15.00% commission Renewal.

# Southern General Agency – Auto Program Commission Direct Deposit Form

Please fill out your agency name and agency number(s) below. where you would like your monthly commission deposited.	Please provide the banking information
Agency Name:	
Agency Number(s):	
Name of Bank:	
Routing #:	
Account #:	
Account Type:	
Contact Person:	
Contact Phone #:	
Authorized Signature on Account:	Date
Please fax or mail to:	

Southern General Agency – Auto Program Attn: Marketing Department

PO BOX 12490 Alexandria, LA 71315 Fax: 318-880-0179

# Southern General Agency – Auto Program Electronic Funds Transfer Authorization

	tion named below	an officer (Owner) of the Agency indicated below hereby to initiate Debit and Credit entries to the account indicated below at v for payment of settlements due to the Company or for payment of
Agency Name:		Agency #:
Effective Date:		
Banking Institution:		
Routing Number:		
Account Number:	<del></del>	
Account Type:	Checking	Savings
Contact Person and	d Telephone Num	ber:
Authorized Signatu	re on Account:	Date
		ect until both the Company and the Financial institutions have in advance of its termination.
Please fax or mail t	o:	

Southern General Agency – Auto Program Attn: Marketing Department PO BOX 12490 Alexandria, LA 71315

Fax: 318-880-0179

(Rev. January 2002)

Department of the Treasury

## Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

internal F	evenue Service											
ige 2.	Name											
Specific Instructions on page	Business name, if different from above											
Check appropriate box: Sole proprietor Corporation Partnership Other Market Sole proprietor Withholding												
Print or type	Address (number, street, and apt. or suite no.)  Requester's name and address (optional)											
pecific	City, state, and ZI	P code										
See S	List account numl	ber(s) here (optional)										
Part	Taxpay	er Identification Number (TIN)										
page 2 see Ho	er, for a resider . For other entition w to get a TIN o	opropriate box. For individuals, this is your social security number (SSN). It alien, sole proprietor, or disregarded entity, see the Part I instructives, it is your employer identification number (EIN). If you do not have a nion page 2.  In more than one name, see the chart on page 2 for quidelines on whose	umber,	or								
to ente												
Part	II Certific	ation										
Under	penalties of perju	ury, I certify that:										
<b>1</b> . The	number shown	on this form is my correct taxpayer identification number (or I am waiting	g for a number to be issue	ed to me), and								
Re	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and											
3. I ar	3. I am a U.S. person (including a U.S. resident alien).											
withhol For mo arrange	ding because yo rtgage interest p ement (IRA), and	ns. You must cross out item 2 above if you have been notified by the IR in have failed to report all interest and dividends on your tax return. For reaid, acquisition or abandonment of secured property, cancellation of debenerally, payments other than interest and dividends, you are not required. (See the instructions on page 2.)	real estate transactions, ite ot, contributions to an indi	em 2 does not apply. vidual retirement								
Sign	Signature o	of										

#### Purpose of Form

Here

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA

Signature of

U.S. person ▶

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required (see the Part II instructions on page 2 for
- 3. The IRS tells the requester that you furnished an incorrect TIN, or
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

## **Penalties**

Date ▶

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form W-9 (Rev. 1-2002) Page f 2

## **Specific Instructions**

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note**: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

#### Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from backup withholding* above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item **2** of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For	this type of account:	Give name and SSN of:
	Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account 1
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4.	The usual     revocable savings     trust (grantor is     also trustee)	The grantor-trustee <sup>1</sup>
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5.	Sole proprietorship	The owner <sup>3</sup>
For	this type of account:	Give name and EIN of:
6.	Sole proprietorship	The owner <sup>3</sup>
7.	A valid trust, estate, or pension trust	Legal entity 4
	Corporate	The corporation
9.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10.	Partnership	The partnership
11.	A broker or registered nominee	The broker or nominee
12.	Account with the Department of Agriculture in the name of a public entity (such as a state or local	The public entity

<sup>&</sup>lt;sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

**Note**: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>&</sup>lt;sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

#### DISCLOSURE REGARDING BACKGROUND INVESTIGATION

The Company or Employer indicated below may obtain information about you for employment purposes (including contract or volunteer services) from the following consumer reporting agency: Employment Background Investigations, Inc. (EBI), P.O. Box 629, Owings Mills, MD 21117, 1-800-324-7700. Thus, you may be the subject of a "consumer report" (investigative consumer reports in California) which may include, but not limited to, public record information, employment, education and license verification, etc. In addition, investigative consumer reports, as defined by the federal Fair Credit Reporting Act, may be obtained which are gathered from personal interviews with employers, and other current or past associates, which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report or consumer report. For complete details pertaining to EBI's privacy practices, including whether your personal information will be sent outside of the U.S. or its territories, EBI's Privacy Policy can be viewed at: <a href="https://www.ebiinc.com/privacy-policy.html">https://www.ebiinc.com/privacy-policy.html</a>.

### **ACKNOWLEDGMENT AND AUTHORIZATION**

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am hired, throughout my employment. To this end, I hereby authorize, wit hout reservation, any law enforcement agency, administrator, local, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information (including, but not limited to, driving and/or motor vehicle records, transcripts, grades and attendance records, employment history, salary information and references, workers compensation documents, records or reports in Pennsylvania, Arizona and in all other states, drug and alcohol testing results) requested by EBI acting on behalf of Employer, and/or Employer itself. If and when applicable, I also hereby authorize any past employers regulated by the U.S. Department of Transportation (49 CFR Part 40 and/or 49 CFR Part 391), to provide (a) work history information, and (b) drug and alcohol testing records from the previous three years, to EBI acting on behalf of Employer, and/or Employer itself. I agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original.

New York applicants or employees only: By signing below, you also acknowledge receipt of Article 23-A of the New York Corrections Law.

Company/Employer:	Southern General Agency, Inc.	_	
Applicant Name:		_	
Applicant Signature:		_Date:	

	The	s Foll	owin	a Infe	orm	ation	le T	тио Д	and C	`orre								LIC		<b>「</b> Jsed For B	Racka	roun	d Scr	anin	a Dur	nneac	c Onl	v			
	1116	51011	OWIII	ıy ırıı	OIIII	atioi								•		ŭ				E" Letters	·				•	poses	3 0111	у.			
Legal Firs	t Name																			lame											
Legal Last	l Name																							Suffi	ĸ						$\perp$
Social Sec	curity No.				_			-				Da	te of	Birt	<b>h</b> (m	m/dd/	yyyy <b>)</b>			_		-									
Current A	ddress																											Apt.			
City																								State			Zip				
Main Cont	act Phone				-				-				Pe	rsor	al e	-mail										Jo	b	Lo	catio	on	
(State) Dri	ver's License	No.														DL:	State			Gende	r (M/	F)	М	F							
Other Nam	nes Used: used while in	sch	ool.																												
Y	N	Las	st Na	ame (	(1)														First Name												
Υ	N	Las	st Na	ame (	(2)															First Name											
Υ	N	Las	st Na	ame (	(3)															First Nam	ne										
Υ	N	Las	st Na	ame (	(4)															First Nam	ne										

Para información en español, visite <u>www.consumerfinance.gov/learnmore</u> o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you
  - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
  - You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
    - a person has taken adverse action against you because of information in your
    - · credit report; you are the victim of identity theft and place a fraud alert in your
    - file;
    - your file contains inaccurate information as a result of fraud; you are on public assistance;

you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.
   Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need
  - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with

EXT001 - v01 - 2013-02-14 Page 1 of 2

a valid need for access.

- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to <a href="https://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a>.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567- 8688.
  - You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnm ore.

EXT001 - v01 - 2013-02-14 Page 1 of 2

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYP	E OF BUSINESS:	CONTACT:
1.	a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street N.W. Washington, DC 20552
	b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	<ul> <li>Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</li> </ul>
2.	To the extent not included in item 1 above:	a. Office of the Comptroller of the
a.	National banks, federal savings associations, and federal branches and federal agencies of foreign banks	Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b.	State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	<ul> <li>b. Federal Reserve Consumer Help Center</li> <li>P.O. Box 1200</li> <li>Minneapolis, MN 55480</li> <li>c. FDIC Consumer Response</li> <li>Center 1100 Walnut Street,</li> </ul>
c.	Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	Box #11 Kansas City, MO 64106  d. National Credit Union
d.	Federal Credit Unions	Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO)
3.	Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4.	Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E. Street S.W. Washington, DC 20423
5.	Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6.	Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416
7.	Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8.	Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9.	Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

EXT001 - v01 - 2013-02-14 Page 2 of 2

### FOR CALIFORNIA RESIDENTS ONLY

## **California Consumer Rights**

The following information may be obtained from EBI, Inc., 20 New Plant Court, Suite 200, Owings Mills, MD 21117, ("Agency"). Our office hours are from 9:00 a.m. to 5:00 p.m. ETZ. Our telephone number is 800-324-7700, and our website address is <a href="http://www.ebiinc.com">http://www.ebiinc.com</a>. For complete details pertaining to EBI's privacy practices, including whether your personal information will be sent outside of the U.S. or its territories, EBI's Privacy Policy can be viewed at: <a href="http://www.ebiinc.com/privacy-policy.html">http://www.ebiinc.com/privacy-policy.html</a>.

You have rights when an investigative consumer report is obtained by you. The following are some of your rights:

- Whoever obtained the report is required to give you a free copy.
- 2. You have the right to contact the Agency that made the report. You can do this in one of the following ways:
- (a) You may go to the Agency in person during the normal business hours. You can bring someone with you. That person may be required to present identification. You may be required to sign a paper allowing the Agency to discuss your file with or to show your file to this person.
- (b) You may receive your file by certified mail, if you have given written notice to the Agency that you want information mailed to you or to another person you want to receive the file. You will be required to provide identification when you write for your file.
- (c) You may be able to discuss your file over the telephone if you have given written instructions to the Agency and have provided identification.
  - 3. You have the right to receive a copy of your file or your investigative consumer report at the Agency. You may be charged up to \$8.00 to obtain a copy of your report or file. However, you may receive a free copy if:
- (a) Once during a twelve month period if you are unemployed and intend to seek employment within sixty (60) days or you receive public welfare assistance or you believe your file contains inaccurate information because of fraud.
- (b) If you are receiving a copy from the Agency relating to an investigation into the accuracy of the information you have disputed or if information is put back into your file.
  - 4. You have the right to know the following information:
- (a) The names of the persons and the companies who have received a report about you in the last three (3) years. You may request their addresses and telephone numbers.
- (b) Explanations of any codes or abbreviations used in your report, so you can understand the report.
  - 5. You have the right to dispute any information in your file. You must contact the Agency directly to do so. The person who ordered a report is required to give you the name and address of the Agency.
- (a) The Agency has thirty (30) days from the day it received your dispute to complete the investigation.
- (b) When the Agency is done with the investigation, it must tell you of any changes made in the report as a result of the investigation.

EXT002 - v01 - 2013-02-14 Page 1 of 2

- (c) If the investigation does not remove the information disputed by you, you have the right to place your statement of the facts in your file. The Agency has people to help you write the statement. The Agency may limit your statement to five hundred (500) words.
- (d) If information is removed or you add a statement to your file, you can request the Agency to send the report, as changed or with your statement, to anyone who received the information in the last two (2) years.
- (e) If information that is removed from your files is placed back in your file, you are entitled to receive written notice of that fact and you have the right to dispute the information added.
  - 6. You also have rights under federal law in regard to your report. A copy of those rights are given to you with this California statement of consumer rights. Many of these rights are also included within California law. Under federal law, your report is called a consumer report, not an investigative consumer report, if it did not include personal interviews.

EXT002 - v01 - 2013-02-14 Page 2 of 2

### SOLO PARA RESIDENTES DE CALIFORNIA

#### Derechos del Consumidor de California

La siguiente inforacion puede obtenerse a partir de EBI, Inc., 20 New Plant Court, Suite 200, Owings Mills, MD 21117 ("Agencia"). Nuesto horario de oficina es de 9:00 a.m. to 5:00 p.m. ETZ. Nuestro teléfono es 800-324-7700, y nuestra direcciónes: http://www.ebiinc.com. For detalles relativos a las prácticas de privacidad de EBI, incluso si su información personal será enviado fuera de los EE.UU. o sus territorios, Política de Privacidad de EBI se puede ver en: http://www.ebiinc.com/privacy-policy.html.

Ud. tiene derechos cuando una investigación de reporte al consumidor es obtenida por ud. los siguientes son sus derechos:

- 1. Quien sea que obtenga el informe, es requerido darle a ud. una copia grátis.
- 2. Ud. tiene el derecho de contactar a la Agencia que hizo el reporte (informe). Ud. puede hacer esto de una de las siguientes maneras:
- (a) Ud. podría ir en persona durante horas de oficina. Ud. puede llevar a un acompañante. Su acompañante puede ser requerido a presentar identificación válida. Se le puede requerir a fírmar un papel permitiendo a la Agencia discutir o revelar su información a su acompañante.
- (b) Ud. puede recibir su archivo por correo certificado, si ud. ha dado notificación por escrito a la Agencia para que su información sea enviada a ud. o a otra persona a quien ud. desea que se le envíe la misma. Se requiere proveer su información cuando envíe por la misma.
- (c) Ud. puede discutir su archivo por teléfono si es que ud. ha dado las instrucciones por escrito a la Agencia y ha provisto su información necesaria.
  - 3. Ud. tiene el derecho de recibir una copia de su archivo o su informe de la investigación al consumidor en la Agencia. Puede haber un cargo hasta de \$8.00 para obtener una copia de su informe o su archivo. De todos modos, podría recibir una copia grátis si:
- (a) Una vez, durante un periodo de doce (12) meses si ud. esta sin empleo y trata de conseguir empleo en un periodo de sesenta (60) dias, o si ud. recibe ayuda de asistencia pública, o también si ud. cree que su archivo contiene información no correcta por fraude.
- (b) Si ud. recibe una copia de la Agencia relacionada a una investigación no exacta que cuestionó o si la información fue regresada a su archivo.
  - 4. Ud. tiene el derecho de conocer la siguiente información:
- (a) Los nombres de las personas y compañias que hayan recibido algún informe suyo en los últimos tres (3) años. Ud. puede requerir sus direcciones y números telefónicos.
- (b) Explicaciones de algunos códigos o abreviaciones usados en su informe para que ud. pueda entenderlo.
  - 5. Ud. tiene el derecho de discutir o cuestionar cualquier información en su archivo. Para hacer eso deberá contactar a la Agencia directamente. La persona que ordena el informe es requerida de darle el nombre y la dirección de la Agencia.

EXT002 - v01 - 2013-02-14 Page 3 of 2

- (a) La Agencia tendrá treinta (30) dias hábiles desde el dia que recibe su queja para completar la investigación.
- (b) Cuando la Agencia haya terminado con la investigación debera informar a ud. de cualquier cambio producido en el informe como resultado de la investigación.
- (c) Si la investigación no quita (borra) la información que ud. cuestiona, ud. tiene el derecho de poner su declaración de los hechos en su archivo. La Agencia tiene gente capacitada para ayudarle a escribir su declaración. La Agencia podría limitar su declaración a quinientas (500) palabras.
- (d) Si hay información quitada o agregada en la declaración de su archivo, ud. puede pedir a la Agencia enviar el informe con la nueva información de su declaración a cualquiera que haya recibido la información en los últimos dos (2) años.
- (e) Si la información que fue quitada de su archivo es retornada al mismo, entonces, ud. tiene la facultad de recibir notificación por escrito de aquel hecho y tiene el derecho a disputar la información agregada.
  - 6. Ud. tambien tiene derechos bajo ley federal respecto a su informe. Una copia de esos derechos le serán dadas con esta declaración de los derechos al consumidor de California. Muchos de estos derechos estan incluídos en la ley del estado de California. Bajo ley federal, su informe es llamado Reporte del Consumidor, no una investigación al consumidor, si eso no contiene entrevistas personales.

EXT002 - v01 - 2013-02-14 Page 4 of 2

## NEW YORK CORRECTION LAW - ARTICLE 23-A LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY

#### CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

§750. Definitions.

§751. Applicability.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

§753. Factors to be considered concerning a previous criminal conviction; presumption.

§754. Written statement upon denial of license or employment.

§755. Enforcement.

§**750. Definitions**. For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.
- §751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

EXT003 - v01 - 2013-02-14 Page 1 of 2

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

(1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or

EXT003 - v01 - 2013-02-14 Page 1 of 2

(1) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

## §753. Factors to be considered concerning a previous criminal conviction; presumption.

- 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
  - (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
  - (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
  - (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
  - (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
  - (e) The age of the person at the time of occurrence of the criminal offense or offenses.
  - (f) The seriousness of the offense or offenses.
  - (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
  - (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.
- 2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.
- **§754.** Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

### §755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to

EXT003 - v01 - 2013-02-14 Page 2 of 2

article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

EXT003 - v01 - 2013-02-14 Page 2 of 2

# CHECK LIST ITEMS NEEDED FOR AGENCY APPROVAL

Agency Profile Sheet filled out in its entirety and Signed

Producer Agreement filled out in its entirety and Signed

Copy of License attachedCopy of E&O Dec page attached

Use separate sheet if needed to provide other information

Electronic Funds Transfer Authorization

Commission Direct Deposit Form

W-9 form

Please provide SGA-Auto with a list of your Agents / CSR's and other employee email addresses.

Return to: Attention

SGA-AUTO Marketing P.O. Box 12490 Alexandria, LA 71315

Or email to:

## **TEXAS MARKETING**

Rich Falcone: rfalcone@southerngeneralauto.com (713) 829-1797
Pam Verzwyvelt: pverzwyvelt@southerngeneral.com (318) 446-2530
Connie Chachere: CChachere@southerngeneralauto.com (713) 419-1990

Ronnie Yauch: ryauch@southerngeneralauto.com (214) 693-4367

## **GEORGIA MARKETING**

Mark Stewart: MStewart@southerngenralauto.com (404) 259-2814