

# **NEW MEMBER APPLICATION**

Please note that all fields are required to complete your application.

Agency Information				
Agency Name:				
Street Address:				
City:	State:	Zip:		
Mailing Address (if different):				
City:	State:	Zip:		
Phone:	Fax:	Fax:		
Website:	Agency Established Date (xx/xx):			
Total Number of Agency Employees (see below): The term "employee" shall be defined as 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 in the State of New Jersey, whether those employees are involved with insurance, employee benefits, other financial services, or the administrative functions of the agency. Employees who work 30+ hours per week should be counted as "1". Employees who work less than 30 hours per week should be counted as "1/2". [Please note this information is held in strict confidence and will be used only by Big I New Jersey to compile the total number of individual insurance personnel employed by our members and reported to IIABA.]				
Gross Annual Premium Volume P&C:	L&H:	Other:		
E&O Carrier:		Exp. Date:		
Is your agency located in an urban, suburban or rural are	ea?			
Does your agency engage in any business other than in	surance?			
Is your agency a member of an aggregator/cluster/allian	nce/or like group: [] y	/es [] no		
If you answered yes to the above question, please list the	ne name:			
Please list any other organization memberships (business	and professional):			
Please list all companies your agency represents (if more	space is required, pleas	e list on a separate page):		
Company:	Туре:			
Company:	Туре:	Type:		
Company:	Туре:			
Company:	Type:			
Contact Information				
Main Contact:	Title:			
Email:				
Principal (s) Name:	Email:	Email:		
Principal:	Email:	Email:		
Principal:	Email:	Email:		
If your agency has additional principals, please list their name and emails on a separate page.				

Contact Informa	ation Cont.			
more successful. Pleas may set up each indiv	se provide a list of your agency idual with a User ID and passwo	employees including first ord to receive our newsl	various tools and information to help them become st and last name, title, and email address so that we etter and access the Members Only sections of rate sheet of paper or email the information to	
Name:		Title:		
Email:				
Name:		Title:		
Email:				
Name:		Title:	Title:	
Email:		•		
Name:		Title:		
Email:		<u>'</u>		
Name:		Title:		
Email:		I		
information to mkeeg Branch Name: Address:				
City:		State:	Zip:	
Contact:		Phone:	Email:	
Dues Information	on			
Code	*Total Revenue, In	cludina Branches	Annual Membership Dues	
A	<\$100,000	<u> </u>	\$680	
В	\$100,001 - \$250,0	00	\$780	
С	\$250,001 - \$500,0	00	\$950	
D	\$500,001 - \$1 mil		\$1200	
E	\$1,000,001 - \$3 m	il	\$1380	
F	\$3,000,001 - \$4 m	il	\$1755	
G	\$4,000,001 - \$5 m	il	\$2015	
Н	\$5,000,001 - \$6 m	il	\$2280	
I	\$6,000,001 - \$7 m	il	\$2595	
J	\$7,000,001 - \$8 m	il	\$2855	
K	\$8,000,001 - \$9 m	il	\$3150	
L	\$9,000,001 - \$10 r	mil	\$3415	
М	\$10,000,001 - \$11	mil	\$3680	
N	>\$11 mil		\$3955	

# Revenue Information

\*For the purpose of membership dues calculations, use the total amount of the latest calendar year's revenue for P&C, Life, Accident and Health insurance operations, excluding any contingency or investment. Please be sure to include revenue from each branch location.

Total Agency Revenue:	Dues Code:	Membership Fee:
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Dues to Big I New Jersey are not deductible as a charitable contribution, but may be deductible as an ordinary and necessary business expense, less the portion of dues relating to lobbying expenses. The estimated non-deductible portion of the dues for 2020-2021 is 19.16%.

Payment Information Note: Membership dues are fully earned and non-refundable.			
Total Cost: \$	Payment Method: [] Check [] Maste	ercard [] Visa	
If writing a check, please make payable to: Big I New Jersey. Please note, Big I New Jersey cannot currently accept Discover or American Express.			
Credit Card Number:			
CVV Number:	Expiration Date (xx/xx):		
Billing Address (if different from above):			
City:	State:	Zip:	
Name on Card:	Signature:	-	
Read and Acknowledge by Checking.  [] I authorize Big I New Jersey to charge my credit card for the amount listed above. Funds over the amount indicated as the total will be charged only in the event the total fee is under-calculated.			
General Information and Submission Signature  Membership cannot be accepted without an authorized signature and a copy of the signing principal's agent's license (and corporate license if applicable).			
Your membership runs from acceptance of your application through August 31, 2021. Annual membership dues includes national, Trusted Choice, state, and local association dues. The fiscal year for Big I New Jersey runs from September 1 to August 31. A new member constitutes an independent agency joining for the first time, or one whose membership has lapsed for a period of two or more years. Membership entitles member agencies to use the Independent Agents Association and Trusted Choice symbols, logos, promotional materials, and programs. If membership is cancelled, all Big "I" and Trusted Choice advertising on business cards, stationary, windows, websites, etc. must be removed.			
I, the undersigned agency principal, hereby certify that the agency revenues reported on this application are correct, to the best of my knowledge. I have read the Trusted Choice License Agreement and Pledge of Performance attached to this application and agree to the terms. This application does not constitute a written offer or guarantee of approval for membership. Once approved for membership, I pledge to abide by the Association Code of Ethics, the Big I New Jersey By-Laws, the Trusted Choice License Agreement - including the Trusted Choice Pledge of Performance, and the Insurance Statutes of the State of New Jersey. I certify that I am operating as a person, partnership, corporation, or entity, that is duly licensed as an insurance producer within the State of New Jersey and operating on a commission basis of my own/its own account. 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.			
Application Signature:		Date:	
*By signing this application, I give consent for Big I New Jersey, and its entities, to send communications to the contacts herein.			

Big I New Jersey Office Use Only			
Application Approved By:	Title:		
Signature:	Date:		

# Trusted Choice® License Agreement

This License ("Agreement") is made between Trusted Choice®, Inc. ("Trusted Choice®") and the independent insurance agency that completes the Big I New Jersey membership application process, which includes enrollment in the Trusted Choice program. BY SIGNING THE BIG I NEW JERSEY MEMBERSHIP APPLICATION, LICENSEE EXPRESSLY AGREES TO BE BOUND BY ALL TERMS OF THIS AGREEMENT.

IF LICENSEE DOES NOT AGREE TO ALL TERMS OF THIS AGREEMENT, notify Big I New Jersey at 609-587-4333 before returning your Big I New Jersey membership application for further instructions, and no license is granted to use the mark (as defined below) or to participate in the Trusted Choice 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 & Brokers of America, Inc. ("IIABA"); (B) Licensee shall comply with all terms and conditions of this Agreement, including, without limitation, all exhibits incorporated into the Agreement; (C) Licensee has provided accurate and complete registration information, including, without limitation, Licensee's legal name, address, telephone number, and email address; and (D) the person entering into this Agreement on behalf of Licensee is fully authorized to do so.

### 3. Pledge of Performance

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

#### 4. Acceptable Trademark Rules

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

#### 5. Term

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

#### 6. Indemnification

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

#### 7. Acknowledgments

Licensee acknowledges that: (A) this Agreement and the Program are not a sale to Licensee or grant of a right to enter into a business; (B) Licensee obtains Licensee's appointments or rights to offer and sell insurance or any other product or service from sources other than Trusted Choice®; (C) Licensee's participation in the Program is voluntary; (D) Licensee can elect to use materials created by Trusted Choice®, but does not need to and is not required to do so as a condition to voluntary participation in the Program; (E) Trusted Choice® does not and will not control Licensee's business organization, promotion activities, management, marketing plan, business affairs or other aspects of Licensee's business; (F) any offer of assistance provided by Trusted Choice® is not necessary or critical to the overall operation of Licensee's business; (G) Licensee's payment to Trusted Choice® reflects the fair market value of any materials and services offered or provided and is non-refundable; (H) Trusted Choice® does not provide Licensee any form of marketing plan (such as guidance or approval regarding site, facility design, operating hours, production techniques, accounting, personnel matters, customer or territory restrictions, or otherwise) but rather, Licensee develops Licensee'sown 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 thatthe 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.

## Exhibit A - Trusted Choice® Pledge of Performance

Trusted Choice® agencies are insurance and financial services firms whose access to multiple companies and commitment to quality service enable us to offer our clients competitive pricing, a broad choice of products and unparalleled advocacy. As a Trusted Choice® agency, we are dedicated to you and are committed to treating you as a person, not a policy. This commitment means we shall:

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

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

As a Trusted Choice agency, we encourage you to show your affiliation with the brand on all agency promotions, advertisments, and marketing efforts, and by adding the Pledge of Performance to your agency website. This information, and more, can be found at https://cobrand.iiaba.net.