



## DFS Marketing, Inc.

100 I-45 North, Ste. 410, Conroe, TX 77301, 855-740-3140, [www.dfs-marketing.com](http://www.dfs-marketing.com)

Please FAX back to 832-220-5856 or email to [Julian@dfsmarketing.net](mailto:Julian@dfsmarketing.net)

### Global Appointment Paperwork Check List

- Appointment Packet
- Insurance License
- Voided Check
- AML Date With LIMRA or Certificate With Another Vender
- E and O Certificate
- Agent Indebtedness Agreement

## Producer Set-Up Packet

**USE HIGH RESOLUTION SCANNER OR HIGH QUALITY FAX**

Social Security #: \_\_\_\_\_ Gender: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Email: \_\_\_\_\_ Resident Insurance: \_\_\_\_\_  
Lic. # & State

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Title: \_\_\_\_\_ Marital Status: \_\_\_\_\_ Maiden Name: \_\_\_\_\_

Driver's Lic. #: \_\_\_\_\_ DL State: \_\_\_\_\_

**Residential Address (No PO Boxes)**

Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Line 1: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip code: \_\_\_\_\_

**Mailing Address (No PO Boxes)**

Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Line 1: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip code: \_\_\_\_\_

**Doing Business As:**     Individual     Business Entity     Solicitor/LOA

If DBA Solicitor/LOA, list who you are assigning commissions to: \_\_\_\_\_

**Complete the following only if DBA a Business Entity:**

EIN: \_\_\_\_\_ Business Name: \_\_\_\_\_ Website: \_\_\_\_\_

Your Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Principal Name: \_\_\_\_\_ Principal Title: \_\_\_\_\_ Email: \_\_\_\_\_

**Company Type:**     Corporation     Partnership     LLC     LLP

**Corporate Address (No PO Boxes)**

Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Line 1: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip code: \_\_\_\_\_

## Legal Questions for Contracting and Appointment Requests

Please answer the following questions. If you answer YES to any question, be sure to provide a full, detailed explanation including specific dates.

Name: \_\_\_\_\_

1	Have you ever been charged or convicted of or plead guilty or no contest to any Felony, Misdemeanor, federal/state insurance and/or securities or investments regulations or statutes? Have you ever been on probation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1A	Have you ever been convicted of or plead guilty or no contest to any Felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1B	Have you ever been convicted of or plead guilty or no contest to any Misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1C	Have you ever been convicted of or plead guilty or no contest to a violation of federal or state securities or investment related regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1D	Have you ever been convicted of or plead guilty or no contest to a violation of state insurance department regulation or statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1E	Has any foreign government, court, regulatory agency, or exchange ever entered an order against you related to investments or fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1F	Have you ever been charged with a Felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1G	Have you ever been charged with a Misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1H	Have you ever been on probation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have you ever been or are you currently being investigated, have any pending indictment, lawsuits, or have you ever been in a lawsuit with an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2A	Are you currently under investigation by any legal or regulatory authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2B	Have you been under investigation by any insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2C	Have you ever been or are you currently involved in any pending indictments, lawsuits, civil judgments or other legal proceedings (civil or criminal)(you may omit family court).	<input type="checkbox"/> Yes <input type="checkbox"/> No
2D	Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have you ever been alleged to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Have you ever been found to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Has any insurance or financial services company or broker-dealer terminated your contract or appointment or permitted you to resign for a reason other than lack of sales?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5A	Were you fired because you were accused of violating insurance or investment related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5B	Were you fired because you were accused of fraud or the wrongful taking of property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5C	Failure to supervise in connection with insurance or investment related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Have you ever had an appointment with any insurance company denied or terminated for cause?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8	Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8A	Has a bonding or surety company ever denied, paid on or revoked a bond for you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8B	Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Has any state or federal regulatory body found you to have been a cause of an investment – or insurance – related business having its authorization to do business denied, suspended, revoked, or restricted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Has any state or federal regulatory agency revoked or suspended your license as an attorney, accountant, or federal contractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Has any state or federal regulatory agency found you to have made a false statement or omission or been dishonest, unfair, or unethical?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Have you had any interruptions in licensing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes? Have you ever been the subject of a consumer initiated complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14A	Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14B	Has any state, federal, or self-regulatory agency filed a complaint against you, fined or sanctioned you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14C	Have you ever been the subject of a consumer-initiated complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	Have you personally or any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15A	Have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15B	Has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15C	Is the bankruptcy pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	Are there any unsatisfied judgments, garnishments or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17	Are you connected in any way with a bank, savings & loan association, or other lending or financial institution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18	Have you ever used any other names or aliases?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	Do you have any unresolved matters pending with the Internal Revenue Service or other taxing authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**If you answered any questions YES, provide an explanation that includes dates, actions, and descriptions. Attach additional paper if necessary.**

**I attest that the information I have provided is true to the best of my knowledge. I acknowledge that if any information changes; I will notify my agency office within 5 days of such change. Further, I understand that my agency may contact me when I need to answer carrier specific questions.**

Signature: \_\_\_\_\_

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

# LETTER OF EXPLANATION

Date of Action: \_\_\_\_/\_\_\_\_/\_\_\_\_

Action: \_\_\_\_\_

Reason: \_\_\_\_\_

Explanation: \_\_\_\_\_

Date of Action: \_\_\_\_/\_\_\_\_/\_\_\_\_

Action: \_\_\_\_\_

Reason: \_\_\_\_\_

Explanation: \_\_\_\_\_

Date of Action: \_\_\_\_/\_\_\_\_/\_\_\_\_

Action: \_\_\_\_\_

Reason: \_\_\_\_\_

Explanation: \_\_\_\_\_

**\*NOTE\* Use additional paper if necessary**

## LICENSES

AML Provider:  LIMRA  OTHER

Date Completed (must be within the last two years): \_\_\_\_/\_\_\_\_/\_\_\_\_

**If other, attach Certificate of Completion. If you need to update or complete AML training, please go to: [www.limra.com](http://www.limra.com)**

Are you a Registered Rep with FINRA?  Yes  No

If Yes, Broker/Dealer Name: \_\_\_\_\_ CRD #: \_\_\_\_\_

Please list any Honors you currently hold: \_\_\_\_\_

**History**

***\*NOTE\* Attach additional info if needed***

**Employment** -- Please provide past 5 years of employment history:

From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

Company: \_\_\_\_\_ Position: \_\_\_\_\_

Location: \_\_\_\_\_

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From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

Company: \_\_\_\_\_ Position: \_\_\_\_\_

Location: \_\_\_\_\_

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From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

Company: \_\_\_\_\_ Position: \_\_\_\_\_

Location: \_\_\_\_\_

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**Address History** -- Please provide past 5 years of address history:

***\*NOTE\* Attach additional info if needed***

From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

Line 1: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip code: \_\_\_\_\_

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From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

Line 1: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip code: \_\_\_\_\_

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From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

Line 1: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip code: \_\_\_\_\_

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### ELECTRONIC FUND TRANSFERS (EFT)

Account Owner Name (Required): \_\_\_\_\_

Transit/ABA #: \_\_\_\_\_

Account #: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

Branch Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Type:  Checking  Saving Phone: \_\_\_\_\_

By signing below I hereby authorize the Company to initiate credit entries and, if necessary, adjustments for credit entries in error to the checking and/or savings account indicated on this form. This authority is to remain in full effect until the Company has received written notification from me of its termination. I understand that this authorization is subject to the terms of any agent or representative contract, commission agreement, or loan agreement that I may have now, or in the future, with the Company.

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

Attach copy of the check here for checking account or  
deposit slip for saving account:

# Replace this page with a copy of your E&O Insurance Certificate of Coverage

IMPORTANT: E & O Certificate must list your full name as the insured.  
Please refer to the following examples.

CORRECT:

My Insurance Agency Inc.

**Joe Agent**

123 Main Ave

City, State, 12345

INCORRECT:

My Insurance Agency Inc.

123 Main Ave

City, State, 12345

If individual name is not listed correctly please provide a letter from the E&O  
Carrier listing agents covered under agency policy.



## Signature Authorization

PLEASE READ THIS AUTHORIZATION, SIGN IN THE BOX BELOW AND SUBMIT THIS FORM BY FOLLOWING THE INSTRUCTIONS PROVIDED ON THE COVER PAGE.

I, \_\_\_\_\_, hereby authorize SureanceBay, LLC and its general agency customers (the "Authorized Parties") to affix or append a copy of my signature, as set forth below, to any and all required signature fields on forms and agreements of any insurance carrier (a "Carrier") designated by me through the SureLC software or through any other means, including without limitation, by e-mail or orally. The Authorized Parties shall be permitted to complete and submit all such forms and agreements on my behalf for the purpose of becoming authorized to sell Carrier insurance products. I hereby release, indemnify and hold harmless the Authorized Parties against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which they may sustain or incur as a result of carrying out the authority granted hereunder.

By my signature below, I certify that the information I have submitted to the Authorized Parties is correct to the best of my knowledge and acknowledge that I have read and reviewed the forms and agreements which the Authorized Parties have been authorized to affix my signature. I agree to indemnify and hold any third party harmless from and against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which such third party may incur as a result of its reliance on any form or agreement bearing my signature pursuant to this authorization.

Please sign in the center of the box below. Please use BLACK ink.



PRODUCERIDXXX

## **AGENT INDEBTEDNESS AGREEMENT**

This Agent Indebtedness Agreement (this "Agreement"), effective as of [ ] is entered into by and between DFS Marketing Inc., a Texas corporation ("DFS") and its President Julian N. Dougharty, with its offices located at 100 I-45 North, Ste. 410, Conroe, Texas 77301 and [ ], an individual or business (the "Agent"), including the down line hierarchy of such Agent, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this

Agreement. DFS and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by DFS and the Agent, agree as follows:

**1. Definitions-** a. "DFS Carrier" means any insurance company with which DFS has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through DFS prior to the execution of this Agreement. b. "Carrier Selling Agreement" means a contract to which the Agent and a DFS Carrier are parties and under which the Agent is to market and sell insurance products on behalf of the DFS Carrier and such DFS Carrier is to compensate the Agent for such selling and marketing.

**2. Recitals-** a. DFS is, and will be, a party to certain contracts with DFS Carriers under which DFS recruits, and will recruit, agents for such DFS Carriers; b. The result of such recruiting may be a Carrier Selling Agreement; and from time to time, DFS Carriers, pursuant to a Carrier Selling Agreement, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the DFS Carrier (the "Agent Indebtedness"); c. DFS may, from time to time, be asked by the DFS Carrier to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and d. DFS and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by DFS and the Agent, agree as follows:

**3. Repayment of Agent Indebtedness.** DFS and the Agent agree that the Agent is responsible for the Agent Indebtedness (including any Agent Indebtedness arising from such Agent's down line hierarchy), that the Agent shall repay such Agent Indebtedness pursuant to the terms of the Carrier Selling Agreement or pursuant to any other agreement or arrangement between the Agent and the DFS Carrier, and that, in the event DFS pays to the DFS Carrier any amount of the Agent Indebtedness, the Agent shall reimburse DFS for such amount within 30 days after receipt of notice from DFS. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness. **Term.** This Agreement shall become effective on the date first above written **4.** And shall continue thereafter until terminated by DFS upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.

**5. Independent Contractor.** The Agent agrees that the Agent will perform all services under this Agreement and the Carrier Selling Agreement as an independent contractor. Nothing in the Agreement or in any Carrier Selling Agreement will be deemed to create an employer-employee, partnership, or joint venture relationship between DFS and the Agent.

**6. Indemnification.** The Agent agrees to indemnify and hold DFS, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("DFS Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the DFS Parties arising out of or relating to any breach by the Agent or this Agreement or of any Carrier Selling Agreement. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

**7. Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to DFS at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as DFS or the Agent shall designate by notice given to the other in accordance with this Section 7. **8. Assignment; Binding Agreement; No Third Party Rights.** DFS may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the Carrier Selling Agreement by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any Carrier Selling Agreement to which the Agent is a party without DFS prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the DFS Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder. **9. Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of DFS and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by DFS and the Agent. **10. Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to this Agreement and the performance of the obligations imposed upon DFS under this Agreement will be governed by the laws of the State of Texas. Each of DFS and the Agent irrevocably (a) consents to the jurisdiction of the state and federal courts serving Montgomery County, Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; (c) waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, **11.** Each of which shall be deemed an original and all of which shall constitute one instrument. IN WITNESS WHEREOF, each of DFS and the Agent have executed this Agreement to be effective as of the date first set forth above.

**DFS:**

DFS Marketing Inc.

By: Julian N. Dougharty, President

\_\_\_\_\_  
**AGENT:**

Signature: \_\_\_\_\_

Print

Name: \_\_\_\_\_

Address: