



## AGENCY AGREEMENT

### SUBMISSION INSTRUCTIONS:

- 1) Please fill out the form and use the “Submit” button at the end of the page to submit your form by email.
- OR-**
- 2) You can fill out, print, then send or fax your completed Agency Agreement request form to the Bond Services location nearest you:

***Your emergency is our emergency, an underwriter will respond to your request within 24 hours of receipt.***

#### **San Diego**

401 West A Street #1810  
San Diego, CA 92101  
Phone: 619-231-9522  
Fax: 619-231-9545  
[sandiego@bondservices.com](mailto:sandiego@bondservices.com)

#### **Orange County**

2700 N. Main St. #1105  
Santa Ana, CA 92705  
Phone: 888-558-3007  
Fax: 714-558-8297  
[orangecounty@bondservices.com](mailto:orangecounty@bondservices.com)

#### **Los Angeles**

900 Wilshire Blvd #1400  
Los Angeles, CA 90017  
Phone: 213-628-2970  
Fax: 213-628-2977  
[losangeles@bondservices.com](mailto:losangeles@bondservices.com)

#### **Inland Empire**

242 E. Airport Drive #206  
San Bernardino, CA 92408  
Phone: 909-890-1409  
Fax: 909-890-4282  
[sanbernardino@bondservices.com](mailto:sanbernardino@bondservices.com)

#### **San Jose**

52 South First Street #210  
San Jose, CA 95113  
Phone: 408-998-5056  
Fax: 408-279-3160

#### **Concord**

2300 Clayton Road #1440  
Concord, CA 94520  
Phone: 925-676-2663  
Fax: 925-676-2339  
[concord@bondservices.com](mailto:concord@bondservices.com)

#### **Sacramento**

7221 South Land Park Drive  
Sacramento, CA 95831  
Phone: 916-424-0435  
Fax: 916-424-0437  
[sacramento@bondservices.com](mailto:sacramento@bondservices.com)

#### **Texas**

201 Main Street #600  
Fort Worth, TX 76102  
Phone: 817-349-6038  
Fax: 817-349-6040  
[info@southwestbonding.com](mailto:info@southwestbonding.com)



**BOND SERVICES**  
OF CALIFORNIA, LLC

*Your Bonding Resource Center!*

## AGENCY AGREEMENT

**Agency Name:** \_\_\_\_\_

**Agency Contact:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**License Number:** \_\_\_\_\_ **...and State:** \_\_\_\_\_

Please include a copy of your license.

**Tax Payer I.D.:** \_\_\_\_\_

**Type of Entity:** \_\_\_\_\_

The undersigned has read and agrees to the terms and conditions set forth on Addendum 1 to this agreement. The parties agree that no business may be processed or commissions paid until this agreement is signed by Agent and accepted by Bond Services of California Insurance Agency and Brokerage, LLC, and signed by an authorized representative.

**Agent:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Bond Services of California Insurance Agency and Brokerage, LLC:**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Please read "Addendum Number 1" below then  
click the "Submit Application" button to send your  
secure online form to Bond Services of California.

## **ADDENDUM NUMBER 1**

The term "Agent" refers to the party named above as agent. The term "Bond Services" shall refer to Bond Services of California Insurance Agency and Brokerage, LLC.

### **A. Agents Authority**

- 1) Agent may solicit and submit applications to Bond Services for surety bonds. Bond Services shall pay to Agent a commission in accordance with its standard commission practice on bonds issued as a result of an application submitted by Agent.
- 2) Agent does not have any underwriting authority or binding authority and all applications must be submitted through Bond Services. Bond Services reserves the right to decline any bond submission, to decline to renew any bond or to cancel any bond at any time.

### **B. Agents Obligations**

- 1) Fees charged by Agent, Bond Services, or both, must comply with all insurance regulations for the state in which the bond is issued and the client must be informed of the fees charged prior to the issuance of any bond.
- 2) Agent shall comply with all rules and regulations of Bond Services in existence from time to time.
- 3) Agent shall immediately notify Bond Services if Agent has knowledge of a possible claim in accordance with the California Unfair Claims Practice Regulation.
- 4) Agent shall be responsible for any acts or omissions of Agent, including, but not limited to, acts or omissions of any employee or subagent of Agent.
- 5) It is the Agent's responsibility to insure that the bond and/or policy fulfills client's needs and Agent shall hold Bond Services harmless and defend Bond Services in matters relating to the issuance of the bond or policy on behalf of the client.

### **C. Premiums and Commissions**

- 1) Agent shall remit any premiums collected. If this agreement is terminated by either party, Agent shall pay all premiums for which it may be liable. If this agreement is terminated by either party, Bond Services may collect any unpaid premium directly from the bond principal.
- 2) Bond Services reserves the right to not issue a bond until the premium has been paid.
- 3) Where credit is extended or on renewals, Bond Services reserves the right to collect delinquent premiums directly from the bond principal
- 4) In the event Bond Services refunds any premium because of cancellation of a bond or otherwise, Agent shall return any commission received on the premium refunded.

### **D. General Provisions**

- 1) A written statement signed by the bond principal designating Agent as its agent shall be binding upon Agent and Bond Services as to all aspects of the bond including any subsequent or renewal premium.
- 2) This premium may be terminated by either party at any time upon sixty (60) days written notice to the other party.
- 3) Agent's authority under this agreement shall be effective so long as Agent is licensed according to the laws of the state(s) in which Agent is transacting business.
- 4) This agreement supersedes all previous agency agreements, written or oral, between Bond Services and Agent and is effective on the date signed and shall remain in full force and effect until terminated as provided herein.
- 5) Agent is an independent contractor and not an employee of Bond Services.