

# Fax

**To:** NAA Representative Contracting **From:** \_\_\_\_\_

**Fax:** 1-888-856-5329 **Pages:** \_\_\_\_\_

**Phone:** 937-558-5698 **Date:** \_\_\_\_\_

**Re:** NAA Rep Contracting Paperwork **CC:** \_\_\_\_\_

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

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[www.naarep.com](http://www.naarep.com)

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# Personal Contact Information

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

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

Home Address: \_\_\_\_\_

\_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone #: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Mobile Phone #: \_\_\_\_\_

Do you want TOP PRODUCER INFO sent via text message? YES or NO

NOTE: YOU MUST ANSWER YES IN ORDER TO RECEIVE IT

FAX Phone #: \_\_\_\_\_

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

Birth Month/Day: \_\_\_\_\_ / \_\_\_\_\_

FAX COMPLETED PAPERWORK TO: 1-888-856-5329



1214 Turrentine Street  
Burlington, NC 27215

# New Agent Contract Agreement

Please fill out completely

**This Agent Agreement (“Agreement”) is by and between National Agents Alliance (NAA) and the agent named below (the “Agent”).**

AGENT NAME <i>last</i>		<i>first</i>	<i>middle initial</i>	SSN / TAX ID NUMBER
CORPORATION NAME <i>(if applicable)</i>				
ADDRESS		CITY	STATE	ZIP
PHONE	FAX		EMAIL ADDRESS	

**Please fax this form to: 888.856.5329**

**PRINT CLEARLY / KEEP A COPY FOR YOUR RECORDS**

NAA is a general agent, managing general agent, and/or broker for insurance carriers under various contracts (“NAA Carriers”) and has the authority to recommend the appointment of the Agent to sell the insurance products of NAA Carriers; and The Agent desires to be appointed through NAA to access such insurance products from NAA Carriers; and compensation on sales of insurance products by Agent. Therefore, in consideration of the foregoing and the mutual provisions hereinafter set forth and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

- 1.** The Agent shall comply with all federal, state and local laws, regulations and rules applicable to the Agent’s solicitation of insurance products, and all rules, policies, procedures, and standards which are provided to the Agent by NAA or by any NAA Carrier.
  - a.** The Agent shall hold the appropriate insurance license(s) in the state of solicitation and in the state where the application is signed prior to submitting an application for insurance to NAA.
  - b.** The Agent shall complete pre-contracting or appointment paperwork with the NAA Carrier prior to soliciting the sale of a product, if required.
  - c.** The Agent shall not alter, modify, waive, or amend any of the terms, rates or conditions of any advertisement, brochures, applications, policies, contracts or other material NAA provided to the Agent by NAA or any NAA Carrier unless submitted and approved in writing by NAA and/or the NAA Carrier. The Agent shall not create any material that references NAA or NAA Carriers unless submitted and approved in writing by NAA and/or the NAA Carrier.
- 2.** The Agent agrees to indemnify and hold harmless NAA against any and all claims, actions, damages, losses and liabilities (including, without limitation, reasonable attorneys’ fees) (collectively “Losses”) arising from a breach of this Agreement or any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission, on the part of the Agent or any of the Agent’s agents or employees. Notwithstanding the foregoing, the Agent shall not be obligated to indemnify NAA for the amounts of any Losses which have actually been reimbursed to NAA pursuant to errors and omissions liability insurance maintained by the Agent.
- 3.** The Agent agrees to immediately repay to NAA all compensation received from policies in which premiums have been returned or in which the policy or compensation has been subject to recapture. The Agent agrees to be subordinate to the right of NAA to offset or apply all compensation received against any indebtedness of you or your Agents to NAA or NAA Carriers. The Agent agrees that any reasonable attorneys’ fees associated with the collection of such compensation shall be the responsibility of and shall be reimbursed by the Agent to NAA.
- 4.** Agent certifies that he or she has never been convicted of a federal or state felony involving dishonesty or breach of trust; or if so, that Agent has received written authorization from the applicable state insurance commissioner specifically referencing Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994, subsection (3) (2) granting permission to work in the insurance industry.
- 5.** The Agent will not use or disclose nonpublic personal information, i.e., personally identifiable information, including but not limited to financial or health information, that is not publicly available (“Protected Information”), about individuals who seek to obtain or obtain insurance

products and/or services through the Agent. The Agent will treat Protected Information as confidential and access to Protected Information will be limited to those officers, employees, agents or representatives of the Agent who need to use the information in connection with underwriting, claims administration or other servicing of products and/or services for a particular consumer or customer. The Agent will not use or disclose, or permit any of its officers, employees, agents or representatives to use or disclose Protected Information except: as necessary in underwriting, administering claims, or otherwise servicing the consumer or customer transaction requested or authorized by the consumer or customer; or as otherwise permitted under the Gramm-Leach-Bliley Act and related federal and/or state regulations and legislation. The Agent will establish appropriate standards for safeguarding Protected Information within the Agent's control, i.e., the Agent will establish his/her own internal security guidelines.

- 6.** The relationship between the parties may be terminated by either party upon 30 days notice in writing by ordinary mail to the last known address of the other party; provided, however, that the parties' obligations hereunder relating to confidentiality, non-disclosure, indemnification and re-payment shall survive the termination.
- 7.** This Agreement can only be amended and modified by a written instrument properly executed by you and an authorized officer of NAA.
- 8.** I am fully aware and understand that as a licensed insurance agent it is my responsibility to completely understand the products, commission schedules, commission chargeback provisions, and other pertinent features and benefits pertaining to the companies and products that I contract with and to properly solicit these products to consumers in accordance with the insurance solicitation laws and consumer protection laws within the state(s) where I hold a resident and/or non-resident license.
- 9.** I understand and acknowledge that if I have no E&O coverage that NAA does not provide it for me and that I am responsible for my own coverage.

The parties herein agree that this Agreement will be executed as of the later of the two dates below.

**AGENT**  **(SEAL)**

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

**NATIONAL AGENTS ALLIANCE** **(SEAL)**

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

**Please fax this form to: 888.856.5329**

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Any agent wishing to participate in the NAA lead Program **MUST COMPLETE** and return the following forms:

**GMR/Geographical Mailing Request**

To be completed by Distributor only. Must indicate the Counties AND number of leads you are requesting on a weekly basis. This form generates a standing order to be shipped twice per week. Writing Agents, do not fill this form out – your manager is responsible for this.

**Mortgage Lead Program Letter of Agreement**

This form must be signed on page 2 by the agent and manager unless direct to NAA. Both pages must be submitted to the Lead Billing Office.

**Agent Agreement**

This form must be completed, and signed on page 5, and submitted to the Lead Billing Office.

**Pre-Authorized Check Agreement**

To be completed if you wish to pay for leads through a direct draft from your checking or savings account.

**You must attach a VOID check or savings form (from your bank). Any agreements received without this information will be considered incomplete and the agent will not be available to receive leads.**

**Please keep in mind that any leads requested for an agent without the above forms in place WILL BE CHARGED TO THE DISTRIBUTOR – no exceptions.**

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## National Agents Alliance,

This letter is confirmation of our agreement concerning my request to be a participant in the Mortgage Lead Program made available by National Agents Alliance, its affiliates, subsidiaries, and successors (collectively, "NAA"). I am a duly licensed insurance agent and as a member of the NAA sales force, I have entered in to an agency contract to sell insurance for insurance companies with which NAA has entered into marketing agreements. A list of the current insurance companies with which NAA has agreements is attached to this letter, and I understand that NAA may modify this list from time to time. The term "NAA Contracted Insurance Companies" shall collectively refer to all the insurance companies with which NAA has marketing agreements at the time I buy leads. I understand that NAA may enter into a Lead Agreement with any agent who has an agreement with an NAA Contracted Insurance Company. I seek to buy leads from NAA for my use and for use by my down line agents in connection with selling insurance for the NAA Contracted Insurance Companies.

**1. Leads:** NAA has developed a Lead Program for qualified members of its sales to buy leads from NAA for use solely in connection with the sale of insurance for NAA Contracted Life Insurance Companies.

- 1.1** I request that NAA supply me with leads at the rate assigned to my commission level and in the geographical area(s) described in the Geographical Mailing Request ("GMR") which shall be appended to and made part of this agreement upon its execution. I can change the geographic territory for which I am requesting leads by filling out a new GMR and submitting it to NAA. The other terms of this agreement will remain unchanged.
- 1.2** I agree to diligently work the number of leads requested on a weekly basis, and to ensure that any leads provided by me to my down line agents diligently work those leads.
- 1.3** I agree and understand that all leads provided to me or my down line agents must only be used to sell insurance through an NAA Contracted Life Insurance Company. I also agree and understand that if I use leads provided to me by NAA to sell for any other insurer or through another agency, NAA may terminate my contract with the NAA Contracted Insurance Carriers and may terminate this Lead Agreement, and further NAA may recover all commissions earned on such sales from me.
- 1.4** NAA agrees to make commercially reasonable efforts to supply the leads to me on a weekly basis so long as I am in compliance with the terms of this agreement.

## 2. Payment For Leads

- 2.1** I agree to pay for each lead received by me, and any applicable postage and/or handling fee as detailed on my invoice – via the payment method I have selected – on the scheduled payment date. In the event I default on my obligation to pay NAA for leads, I shall be responsible for payment of interest and NAA's collection costs, including but not limited to reasonable attorney's fees.
- 2.2** I also agree to pay all override charges for leads received by my down line agents who participate in the Lead Program. (Override charges are the amount equal to the difference in cost between the charge to such agent level in accordance with agents' contract level, and the charge for my contract level).
- 2.3** I agree and understand that I am also responsible for my down line agent's share of any lead costs, should that agent fail to pay these lead costs as required by their agreement with NAA. I agree to guarantee payment and performance of my down line agent(s') lead costs, plus interest, attorneys' fees, and collection costs. NAA is not required to pursue any remedy from any other person before seeking payment from me under this agreement. I will remain obligated to pay on this guarantee even if the down line agent(s') obligation is discharged in bankruptcy. I agree that NAA may modify the obligations of my down line agents without any notice to me, and such modifications shall not affect my obligations under this guarantee.
- 2.4** To secure this obligation, I hereby grant NAA a security interest in all commissions and any bonus amounts payable to me from NAA or others resulting from sales made through NAA and I will execute any documents requested by NAA to perfect such security including but not limited to Pre-Authorized Check. I hereby authorize any NAA Affiliated Life Insurance Company to make payment of such commissions and bonuses directly to NAA, but only in the event of default of the payment obligations contained herein.

**3. Termination/Amendment of Agreement:**

- 3.1** I may withdraw from the Lead Program with **30 days written notice to NAA**. During the 30-day period, I agree that I will be responsible for the cost of leads distributed to me, for my share of the cost of the leads distributed to my down line agents, and for any uncollectible lead charges accumulated by my down line agents.
- 3.2** NAA may terminate or suspend my participation in the Lead Program upon written notice by NAA, with or without cause. I further understand and agree that I am not entitled to participate in the Lead Program if any of my contracts with the NAA Contracted Insurance Companies are terminated, if my license to sell insurance is suspended or revoked, or if I default on any of my obligations in this agreement. I understand that I am obligated to pay for all leads billed prior to and for a period of not more than 30 days following my termination from the program.
- 3.3** This agreement may be amended only in writing, signed by both Agent and an authorized NAA signatory, except that the list of NAA Contracted Insurance Companies may be modified by NAA upon written notice by NAA to me and the GMR may be modified upon written notice by me to NAA...
- 3.4** This agreement shall be governed by North Carolina law, without regard to conflict of laws principals. I agree to submit to jurisdiction in North Carolina and that the sole forum for any dispute arising out of or relating to this agreement or my relationship with NAA shall be in the Superior Court of Alamance County, North Carolina.

**AGENT**



**UPLINE / DISTRIBUTOR**

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAA AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**Please fax this form to: 888.856.5329**

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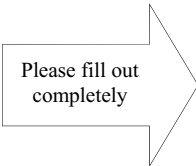
**COMPANY NAME: National Agents Alliance**

**NEW**     **CHANGE**

My signature on this form authorizes my financial institution to deduct my lead charges weekly from the account specified. This transfer of funds will go to National Agents Alliance (“NAA”) electronically. In return, a statement detailing lead charges will be generated by NAA and sent to you via email or faxed to your office. This process is automatic and guarantees that your lead flow will continue without interruptions due to misdirected or late payments. Please be sure to maintain sufficient funds in your account to cover lead charges and be sure to update your account register with statements provided by NAA. If accounts are accessed and not have sufficient funds, a \$35 charge will be added.

I/We hereby authorize, as a convenience to me, to pay National Agents Alliance, Inc. (“NAA”), hereinafter called COMPANY, to initiate debit entries and/or correction entries due to my/our account indicated below, and do authorize the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

I agree that all rights in respect to each withdrawal shall be the same as if a check were drawn and signed personally by me the undersigned. The authority shall remain effective until revoked by the undersigned in writing, and until such notice is actually received, the undersigned agrees that such withdrawals will be honored.



**CHECKING ACCOUNT**     **SAVINGS ACCOUNT**

\_\_\_\_\_  
DEPOSITORY (BANK ) NAME

\_\_\_\_\_  
BRANCH

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ROUTING NUMBER

\_\_\_\_\_  
ACCOUNT NUMBER

\_\_\_\_\_  
NAA AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**Voided Check or Saving Account Form MUST BE ATTACHED**

I, the undersigned, understand that I am responsible for providing the COMPANY with written notice of any suspected discrepancies in my lead billing and agree to do so within 30 days of my receipt of my bank statement which detail these charges. This authorization will remain effective until COMPANY has received written notice from the undersigned of its termination in such a timely manner as to allow the COMPANY and DEPOSITORY reasonable time to act upon it.

\_\_\_\_\_  
PRINTED NAME(S)

\_\_\_\_\_  
TAX ID NUMBER



\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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NAA BUSINESS CARD ORDER FORM

**FAX TO\***

336.343.4141

attn: Online Store Manager

date \_\_\_\_\_

(orders will be printed within three days)

If you are sending a check, please add the additional amount for shipping.

**NOTE: NO CANCELLATIONS ONCE YOUR ORDER HAS BEEN PRINTED**

CANCELLATIONS ARE SUBJECT TO A \$12.00 PROCESSING FEE

Please CHECK the appropriate selection

- 500 Business Cards \$59.95 + \$8.00 S&H
- 1,000 Business Cards \$69.95 + \$12.00 S&H
- 2,000 Business Cards \$149.95
- 5,000 Business Cards \$189.95

**FREE! SHIPPING**

CARD:  1  2  3 +  BACK + \$5.00

Matte print comes standard.  GLOSS + \$5.00



ADD THIS TO THE BACK SIDE FOR ONLY \$5.00 MORE ▶

**PLEASE PRINT CLEARLY**  
INFORMATION WILL BE PRINTED AS GIVEN

INFORMATION WILL BE PRINTED AS GIVEN

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE 1 (type & number) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ PHONE 2 (type & number) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_ STATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

WEBSITE \_\_\_\_\_

price + shipping + options = total

SHIPPING & PAYMENT INFO

SELECT CARD TYPE



CARD NUMBER \_\_\_\_\_ EXP DATE \_\_\_\_\_

NAME (AS IT APPEARS ON CARD) \_\_\_\_\_

NAA NUMBER \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

\* For your convenience, we also accept order forms through the mail.



1214 Turrentine Street  
Burlington, NC 27215