

## Gagliardi Insurance Services Broker Enrollment Kit – 2010

For nearly two decades, Gagliardi Insurance Services has provided a comprehensive mix of specialty insurance coverage, supported by a top-notch team with a strong commitment to timely and personalized customer service.

We have developed outstanding insurance programs for your clients in specialty markets and many of our brokers have been with us for over 10 years. We invite you to join our family of brokers that enjoy access to superior programs through top rated carriers and very competitive rates.

GIS offers programs that include coverage for:

- Accident Medical
- General Liability
- Directors and Officers Liability
- Crime
- Sports Equipment
- Event Non-appearance
- Weather
- Prize Indemnity
- Producer's Errors and Omissions
- Event Cancellation
- Special Event Liability

GIS can service all of your specialty market insurance needs and specializes in programs that cater to:

- Youth Baseball and Football Teams, Leagues, and Organizations
- Amateur Sports Leagues and Teams of All Ages
- Mixed Martial Arts, Boxing, Kickboxing, and Wrestling Promoters and Participants
- Sports Camps and Clinics
- Travel Teams
- Sports, Recreation, and Entertainment Facilities

### What We Offer

- Over 20 years of experience in the sports and entertainment industry is there to support you and your clients. Our skilled staff of underwriting and customer service professionals can provide a unique opportunity for you to expand and diversify your book of business.
- Branded applications – We develop the product, but the clients know you. GIS offers custom applications with your company Logo and contact information so the clients can brand identify with your company.
- Wholesale or referral programs available – Depending on the needs of your clients and the capacity of your brokerage, GIS offers flexible compensation and customer support packages. We can service your clients directly and offer on-going compensation for you,

or provide support for you indirectly so you can maintain a more direct client relationship.

- Market research and education – Our customer service representatives and outstanding marketing team provide you with the most well positioned and priced products in our niche market. With our support, you can learn how to get our product in front of your clients, who our competitors are, what we offer that they don't.
- Simple and generous commission structure – Easy to work with commissions as high as 10% with several billing and payment options available.

## Insurance Programs

### • Youth Baseball

- Purchasers and Decision Makers – League and team athletic directors
- Primary Influencers and Points of Referral – Governing bodies and venues
- Effective Dates – 1/1, 3/1, and 5/1
- Program Availability – Program for the new year is usually developed and available by September in time for the opening of enrollment for most youth baseball organizations
- Primary Selling Period – Generally peak time for purchasing decisions are November through January
- Secondary Selling Period – March through mid May
- Post Selling Period Activity – individual and travel teams will insure through the end of the year

### • Youth Football

- Purchasers and Decision Makers – Conference presidents, league athletic directors, insurance coordinators
- Primary Influencers and Points of Referral – Governing bodies that do not have an “in house” program.
- Effective Dates, 4/15, 6/1, 7/15
- Program Availability – generally available by March of the program year
- Primary Selling Period – June and July
- Secondary Selling Period - competition for field space is intense for youth football leagues, some start securing insurance for the year as early as April
- Post Selling Period Activity – Little or no activity in the program beyond August

### • Combative Sports

- Purchasers and Decision Makers – Event promoters

- Primary Influencers and Points of Referral – state athletic commissions and venue management
  - Effective Dates – Year round event based policies one or two day policy periods. Annual policies on a revolving basis may be available for clients holding more than one event per month
  - Program Availability- Is reviewed and renewed annually each spring but available year round
  - Primary Selling Period – Heaviest volume is toward the beginning and end of the year
- Amateur Sports
    - Purchasers and Decision Makers – Amateur sports team and league organizers
    - Primary Influencers and Points of Referral – existing clients, parks and recreation departments, school districts
    - Effective Dates- Annual policies year round.
    - Program Availability - reviewed and renewed each spring and is available year round
    - Primary Selling Period – toward the beginning and end of the calendar year

## Other Available Products

Gagliardi Insurance also offers a variety of non-program sports and entertainment insurance products that are individually underwritten including:

- Special Event Liability
- Non-appearance and Event Cancellation
- Prize Indemnity
- Property Coverage for Sports and Entertainment Facilities
- Liability and Medical Coverage for Boxing, Mixed Martial Arts, and Martial Arts Gyms and Studios
- Coverage for Professional and Semi-Professional Teams

Please Contact our office for details or to obtain a quote.

## Broker Program Types and Compensation

**Referral Program** – Ideal for brokers that have contacts and a good sales presence but don't want to be burdened with the cost ongoing customer service and renewal efforts. With a retention rate of over 98%, the referral program is an excellent way to focus on building residual type income without having to deal with the costs associated with managing clients on a day-to-day basis. GIS handles all costs associated with maintaining the clients and will continue to pay commissions to your brokerage as long as the clients renew with us. Our referral program currently pays 5% commission on all lines of business.

**Wholesale Program** – Our wholesale program gives your brokerage access to all of our products, programs, and expertise; and allows your company to directly maintain and manage your client relationships. Just submit your branded applications to our office along with net payment and certificates go to you. As a wholesale client you will gain the benefit of our expertise and the access GIS has to difficult markets while still being the point person for your client. As a wholesale client you currently get 10% commission on all program business and most non-program products.

**Preferred Broker Program** – Preferred brokers are selected based on longevity, volume, a track record of outstanding customer service, and other factors. Qualifications and benefits are determined on a case by case basis and may include higher commissions, monthly billing, or profit sharing. Contact our Director of Business Development for details.

Note: broker programs and compensation structure may change at the discretion of GIS. This summary is to illustrate what options are currently available. Refer to your broker agreement or contact our office for details.

## How To Enroll

Complete the attached broker information sheet, broker agreement, and submit with copies of licenses in all states in which you will do business and a copy of the declaration page of your E&O insurance.

Submit all documents via fax, mail or e-mail to:

Dan Szathmary  
Chief Operating Officer  
Gagliardi Insurance Services  
284 Digital Dr.  
Morgan Hill, Ca. 95037

800-995-9768 x 102

408-414-8102

Fax: 408-414-8199

E-Mail: [dszathmary@gisins.com](mailto:dszathmary@gisins.com)

Revised 10/01/10 – supersedes all previous versions

# Gagliardi Insurance Broker Information Sheet

Name of Brokerage: \_\_\_\_\_

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

\_\_\_\_\_

States Authorized to Sell Insurance: \_\_\_\_\_

E&O Carrier: \_\_\_\_\_ Limit: \_\_\_\_\_

(Please attach a copy of the insurance license for each state listed and the declaration page of the listed E&O insurance)

Program Selection:

\_\_\_\_\_ Referral – All applications, payment, customer service calls, and renewal processing handled entirely by Gagliardi Insurance. Certificates will be issued directly to the client.  
Commission – 5%\*

\_\_\_\_\_ Wholesale – Payment from the insured, customer service calls, and renewal processing will be handled by the broker. Applications will be routed to the broker and forwarded to Gagliardi Insurance with net payment. Certificates will be issued to the broker for distribution to the insured. Commission – 10%\*

\_\_\_\_\_  
Signature of Principal or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\*terms and conditions including commission rates and available programs subject to change

## Broker Agreement

Memorandum of Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Gagliardi Insurance Services, Inc. of Morgan Hill, California, (hereinafter called "GIS")

and \_\_\_\_\_ of \_\_\_\_\_

State of \_\_\_\_\_ (hereinafter called "Broker")

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

Whereas, Broker desires to offer insurance placements to GIS and GIS desires to consider such offerings, now, therefore, Broker and GIS agree to be bound by the following terms with respect to such offerings.

1. Broker agrees to pay GIS all premiums accruing on insurance written under this agreement, whether or not collected by Broker from insured, upon submission of an application for insurance or in response to a quote at which time coverage is bound. These terms can only be changed by specific written addendum as mutually agreed between Broker and GIS.
2. GIS shall pay Broker as commission, a percentage of the premium on each policy written at the rate stipulated by GIS. GIS shall be entitled to reimbursement commissions paid to broker at the same rate on any return premiums, including premiums on cancellations made by GIS,
3. GIS and Broker hereby agree that Broker is acting as an independent contractor in all matters relative to this agreement and that GIS recognizes the independent ownership by Broker of the insurance business written pursuant to this agreement; however, in the event it is necessary for GIS to cancel this agreement for violation of its terms by Broker, Broker relinquishes all right or claim to subsequent renewals, additional premiums or commissions thereon insofar as they may be necessary to satisfy the interest of GIS.
4. Broker agrees to cooperate fully with GIS to facilitate the investigation and adjustments of any claim when requested by GIS and under any such rules and regulations as may mutually be agreed upon from time-to-time between GIS and Broker.
5. Nothing in this agreement shall be construed as limiting or restricting to the right of GIS to cancel any claim when requested by GIS and under any such rules and regulations as may be mutually agreed upon from time-to-time between GIS and Broker.
6. Nothing in this agreement shall be construed as limiting or restricting to the right of GIS to cancel any policies or contracts of insurance issued under this agreement, after notice in writing has been given to Broker.

7. Broker shall not insert any advertisements respecting GIS in any publication or issue any circular of paper referring to GIS without first obtaining in writing the consent of GIS.
8. Except as may be provided by an addendum to this agreement, Broker has no authority whatsoever to bind GIS or to accept any risk on behalf of GIS.
9. Any written, printed, graphic, or electronically or magnetically recorded information furnished GIS for Broker's use are the sole property of GIS. This property information includes, but is not limited to, customer requirements, customer lists, marketing information, insurance applications, certificates of insurance, and information concerning Client's employees, products, services, prices, operations, and subsidiaries. Broker shall not alter or distribute in an unauthorized manner any physical or intellectual property of GIS.
10. Broker shall keep all confidential information in the strictest confidence and will not disclose it by any means to any person except with GIS written approval, and only to the extent necessary to perform the services under this agreement. This prohibition also applies to Broker employees, agents, and subcontractors. On termination of this agreement, Broker will return all of the above confidential information in his possession to GIS.
11. For the duration of and for a period of two years following the termination of this agreement, broker will do neither of the following: (1) call on, solicit, or take away any of GIS customers or potential customers GIS became aware of as a result of performing services under this agreement; or (2) solicit or hire away any of GIS employees or independent contractors Broker became aware of as a result of performing services under this agreement.
12. Broker and GIS agree to indemnify and hold harmless each other against all claims, demands or liability from loss, damage, or injury occurring within the scope of performing Broker services pursuant to this agreement. It is further agreed that indemnification to either party is not contingent upon a prior determination of liability or upon the payment of any claims, demands, damages, or costs. It is mutually understood that this provision is included in this agreement in light of the fact that Broker is an independent contractor and therefore GIS provides no Workers Compensation Insurance
13. Broker shall maintain all necessary licenses and insurance coverage as stipulated by GIS.
14. The term of this agreement begins on the Effective date stated on the first page of this agreement and shall continue until terminated. This agreement may be terminated without cause by written notice by GIS or Broker, which shall be at least 30 days after the date the notice is received by either party. In the event that GIS must cancel the agreement for violation of its terms by Broker this agreement shall be terminated on the date written notice is received by Broker.

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Signature of Broker Principal or Authorized Representative

Date

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Printed Name

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Signature of GIS Principle or Authorized Representative

Date

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Printed Name