

This Producer Agreement (referred to as the “Agreement”) is between U.S. Insurance Services, Inc. (Referred to as the “Company”) and _____ (referred to as the “Producer”). The Producer’s principal office is located in the city of _____ and in the State of _____.

It is agreed between the Company and the Producer that:

I. AUTHORITY AND RESPONSIBILITY OF THE PRODUCER

- A. The **Producer** is an independent contractor, not an employee of the Company, who may exercise exclusive and independent control and, subject to the requirements imposed by law, the terms of this Agreement and the rules and regulations of the Company in effect from time to time, is authorized:
1. To solicit, receive, bind, execute and transmit to the Company proposals for insurance contracts subject to the underwriting guides, bulletins, or other written instructions that the Company in its sole discretion may issue from time to time.
 2. To collect and receipt for premiums paid to the Producer by applicants and insured’s and to remit said premiums to the Company on a gross basis.
- B. The **Producer** Agrees:
1. To act as fiduciary for the Company acting honorably and in a good faith manner. The Producer will conduct himself with the highest of standards writing business that meets underwriting rules and is in the best interest of the Company.
 2. Producer agrees to have and maintain all proper licenses and to comply with all laws affecting Producer’s operation.
 3. To comply with Company underwriting guides, bulletins and other written instructions that may be issued by the Company from time to time.
 4. To pay when amounts are due the Company pursuant to this Agreement.
 5. To refund to the Company return unearned commissions on policy cancellations or reductions, in each case, with the same diligence at which such commissions were originally paid to the Producer.
 6. That all forms are properly completed and signed by producer and insured
 7. To collect sufficient proof of all discounts when discounts are applied.
 8. To fax all completed and signed documents and records to the Company including;

• Applications	• Proof of Discounts
• UM/UIM Selection/Rejection form	• Premium Finance Contracts
• Financial Responsibility Filing	• Necessary Certificates
 9. As the custodian of the original documents, the Producer agrees to secure and maintain these documents during the term of this Agreement. During the agreement such records may be examined by representatives of the Company, or any regulatory authority, at any time the Company, or any regulatory authority, deems appropriate. Upon termination of this agreement, the Producer agrees to forward all original documents to the Company.
 - 10.

II. TERMINATION OR SUSPENSION

- A. This Agreement shall terminate:
1. **Immediately if the Producer’s license or certificate of authority is canceled, revoked, or expires.**
 2. **Immediately upon either party giving written notice to the other in the event of abandonment, fraud, insolvency, or gross and willful misconduct on the part of such other party.**
 3. Upon either party giving at least 60 days advance written notice to the other (or longer if required by law).
 4. At the option of the Company by written notice to the Producer, in the event the Producer breaches this Agreement or otherwise fails to pay or perform fully and when due any liability or obligation of the



Producer there under. Any such termination shall be effective as of the date specified by the Company in its written termination notice.

- B. If this Agreement is terminated, the Company shall authorize the Producer to service unexpired policies, previously placed by the Producer with the Company, to the extent required by law, and the Company shall also provide appropriate underwriting and other necessary Company services on such policies to the extent required by law.
- C. Regardless of the reason that this Agreement is being terminated, effective upon receipt of the notice of termination, the Producer's binding authority under Section I A 1 and 2 of this Agreement shall cease.
- D. In addition to the termination rights stated in class A of this Section II, if the Producer is delinquent, in either account or payment of monies due the Company, the Company may, by notice to the Producer, immediately terminate this Agreement and the Producer's authority hereunder or suspend the Producer's authority to write any new or renewal business, or to change any existing policy, during the delinquency. This provision shall not apply to routine differences in accounting records of the Producer and the Company which are minor in amount and do not involve premiums collected and willfully withheld by the Producer.
- E. In the event of the Producer's suspension of authority or termination as a result of "just cause":
(The Company defines "just cause" as either a criminal offense, breach of contract, suspension, cancellation or revocation of Producers insurance license as outlined in section II A. 1, 2 of this agreement)
 - 1. The Producer's records, use and control of expirations, shall then remain in the possession and ownership of the Company. Upon the Company's request, the Producer shall immediately tender all such records to the Company.
 - 2. If in disposing of such records and expirations the Company does not realize sufficient money to discharge in full the Producer's indebtedness to the Company, the Producer shall remain liable for the balance of such indebtedness. Fees and any other expenses (including attorney's fees and costs) incurred in the collection of premiums for these policies shall be added to and considered part of such indebtedness. Any amount realized in excess of such indebtedness, less expense of disposing of such records and expirations shall be returned to the Producer.
 - 3. Any unused policy forms, claims procedures, underwriting materials and other unused forms, manuals, materials, or other supplies furnished by the Company to the Producer remain the property of the Company and shall be accounted for and returned by the Producer to the Company on demand.

III. MISCELLANEOUS

- A. During the term of this Agreement and thereafter, during any period when the Producer owes the Company money 30 days or more past the due date, the Producer shall give the Company and its representatives full access during normal business hours to all books, contracts, records and properties of the Producer relating to the Producer's business with the Company as an insurance agent for the purposes of inspecting, examining and copying the same or any part.
- B. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws in effect during the term, such provision shall be fully severable, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or its severance there from.
- C. The failure of either party to insist, in any one or more instances, on performance of any of the terms shall not be construed as a waiver of any rights granted hereunder, but the obligations of the parties with respect thereto shall continue in full force or effect.



D. All notices, claims, or demands required or permitted to be given hereunder shall be in writing and shall be delivered by hand, or mailed (properly addressed and postage prepaid, either by certified or registered mail with return receipt requested or by first class mail), or by overnight courier, or by telecopy. All such notices shall be delivered to the Producer at the most current address provided by the Producer. Notices to the company shall be delivered to its address specified in writing to the Producer

from time to time. Notices delivered by hand delivery or telecopy shall be deemed delivered when received by the addressee. Notices mailed (by United States mail or overnight courier) shall be deemed

delivered when mailed. Fax notices shall be deemed delivered upon confirmation of transmission to the fax number provided by the Company or Producer.

E. The Producer is authorized to deposit in a federally insured savings account, term deposit account or time certificate of deposit (or any combination thereof) any part or the entire premium funds collected on behalf of the Company, and is entitled to retain any interest which accrues on said premium funds.

F. This contract supersedes all previous contracts and agreements, whether oral or written, between the Company and the Producer and shall remain in effect until amended or terminated by written notice.

G. The Producer shall not place business with the Company which was produced by brokers, who are not owners or employees of the Producer, without consent of the Company.

H. The Producer shall not bind liability coverage limits with the Company in excess of the Producer's Professional Liability (E & O) coverage limits in effect at the time coverage is bound, without the written consent of the Company.

The Producer and the Company agree that the provisions of this Agreement shall be binding and effective as of this _____ day of _____

For the Producer including any and all agency codes assigned by the Company to Producer, including but not limited to:

Agency Code: _____ Applicable State _____

By:

Signature

Title (Must be an Officer of Producer Company)

Name

For the Company By:

Blair Fox



ASSURANT
Specialty
Property

U.S. Insurance Services, Inc.



**U.S. Insurance
Services**

A part of American Reliable Insurance Company,
an Assurant Specialty Property Company

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBITS (*Optional*)
(AGENCY ELECTRONIC FUND TRANSFER “EFT” - DEBITS)**

COMPANY NAME: _____

COMPANY TAX I.D.: _____

I (We) hereby authorize **U.S. Insurance Services, Inc.** hereinafter called “Company” to initiate debit entries and to initiate, if necessary, credit entries and adjustments for my debit entries made in error to my ___ checking ___ Savings account indicated below and the financial institution named below, herein after called DEPOSITORY, to debit and/or credit the same to such account.

FINANCIAL INSTITUTION: _____ **BRANCH:** _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____

TRANSIT/ABA #: _____ **ACCOUNT NUMBER:** _____

This authority is to remain in full force and effect until _____ U.S. Insurance Services _____ has received written notification from me (us) of its termination in such time and in such manner as to afford _____ U.S. Insurance Services _____ and the financial institution named above a reasonable opportunity to act on it.

NAME: _____ **NAME:** _____

Signature: _____ **Signature:** _____

DATE: _____

(PLEASE ATTACH A COPY OF A VOIDED OR CANCELED CHECK FOR CONFIRMATION)