

# AmCom Insurance Services, Inc.

## Producer Agreement

Agreement between AmCom Insurance Services, Inc., herein referred to as "AmCom", and

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

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

Hereafter referred to as "Producer".

**Whereas**, Producer is required to secure insurance coverage on behalf of and for its clients ("insured's") and has requested the availability of the underwriting facilities of AmCom for consideration of applications for such insurance coverage; and

**Whereas**, AmCom has authority from Insurance Companies to represent such companies as a General Agent to market and underwrite particular insurance coverage, AmCom agrees to receive and consider applications for insurance from Producer.

**Now therefore**, the parties hereto mutually agree as follows:

**Producer shall act in the exclusive capacity of an "insurance broker"** as defined by the laws of California.

In placing business under this Agreement, **Producer agrees that Producer is the sole agent and representative of the insured**, and is not acting as an agent of AmCom, or any Insurance Company that AmCom represents as a General Agent.

**Producer represents and warrants that Producer has authority granted by the insured to submit insurance requests** for consideration of AmCom. **Producer agrees that submission of such application(s) does not constitute any agreement or requirement** of AmCom to quote, bind, or provide any coverage to the applicant.

**Producer agrees that Producer has no authority to bind any coverage** on behalf of AmCom or any company AmCom represents as General Agent, including but not limited to any renewal or new policy or any endorsement(s) thereto.

**Producer has no authority to make any determinations concerning the validity of any claim for damages** arising from any coverage provided through AmCom.

**Producer has no authority to make any changes in the terms or conditions** of any offer to insure, or any policy of insurance written through AmCom, by endorsement or otherwise.

**If Producer provides an insured with any explanation** of the terms and provisions of any policy of insurance issued through AmCom or any communication from AmCom,

**Producer shall do so as agent of the insured** and such explanation **shall not bind AmCom or the Insurance Company to any explanations or communication.**

Except as may be required by law, **AmCom is not responsible to give Producer any advance notice of expiration of any policy** of insurance placed hereunder.

It is agreed that **commissions shall be negotiated**. Producer warrants that he/she will advise applicants of all fees and all premiums as separate items and that no commissions are payable on fees.

**Except for direct billed premiums, within thirty-days after the issuance of the policy** and premium invoice, Producer will pay to AmCom, less applicable commission, any and all amounts due or other indebtedness arising out of or relating to insurance bound by the insurer under this Agreement.

**All premiums paid to Producer shall be held in trust by Producer as a fiduciary.** The omission of any premium from a statement or invoice shall not relieve the Producer of the duty to account for and pay the amounts then due, nor shall it prejudice the right of any party to collect any such amount then due.

**Producer shall be responsible for arranging for the return to the insured of any unearned premium and unearned commissions** that belong to the insured. Payments accepted or received by Producer shall not be considered payment to AmCom or the Insurer. With regard to unclaimed property, such as outstanding return premium, **AmCom follows escheatment procedures according to state regulations.**

Except for direct billed premiums, **Producer assumes the risk of loss on all indebtedness of insured on policies** of insurance issued through AmCom, and Producer further guarantees prompt payment of such premiums and other fees and charges to AmCom.

At the Producers' option, and in compliance with the AmCom guidelines, **AmCom may invoice insured's on a**

direct bill basis pursuant to which AmCom will assume responsibility for the collection of premium due.

**Producer shall immediately remit to AmCom** any direct bill premiums paid by insured to Producer without deducting commissions. Commission on direct billed premium shall be payable to Producer not later than thirty-days (30) after the end of the month during which the premium is collected.

**If Producer is delinquent** in either providing AmCom an accounting for or payment of moneys received for any accepted risks, **AmCom may immediately terminate this Agreement and full ownership of Producer's records for that risk shall vest in AmCom.** AmCom shall have access at all reasonable times to Producer's books and records for the purpose of determining any fact relating to business accepted by AmCom.

**Producer shall be solely responsible** for all Premium Financing arrangements when requested by Insured. **Producer will make AmCom aware** of all premium financed policies. **Producers will list Amcom** as the General Agent with the Premium Finance Co.

**Producer shall promptly report all claims** and relevant claims information to AmCom's Claim Department if an insured or other party should report a claim to Producer.

**Producer is an independent contractor** and shall exercise exclusive and independent control of his or her time in the exercise of their business. AmCom shall have no responsibility for any expense incurred by Producer.

**This Agreement shall terminate automatically** without notice, **if any public authority cancels, suspends or declines to renew Producer's license**, or shall terminate upon AmCom or Producer giving thirty-days (30) written notice to the other party.

**If Producer does not notify AmCom** within five days of the effective date **of the sale or transfer of any portion of the Producer's business**, or its consolidation with a successor firm, AmCom may immediately terminate this Agreement.

In the event either party to this Agreement is involved in **any litigation against the other** party arising out of the relationship of the parties herein, **the prevailing party**

shall be entitled to an award of **reasonable attorney's fees, costs and any damages or award made by a court.**

The **prevailing party shall also be entitled to recover, as an element of its costs, internal and external costs incurred** in reconciling the business produced and payments therefore.

**This Agreement supersedes and replaces any and all previous agreements** between the parties and shall be effective as of the date hereafter written and shall remain in force and effect until canceled. The provisions of this Agreement are severable, and if any one or more provision may be determined to be judicially unenforceable, in whole or part, the remaining provisions shall nonetheless be binding and enforceable.

**Failure of AmCom to promptly declare a default for breach of any of the terms and conditions hereof** or failure of AmCom to enforce any of the terms and conditions hereof shall not be construed as a waiver of said terms and conditions or stop AmCom from thereafter demanding full and complete compliance therewith.

**This Agreement shall be effective as of:**

\_\_\_\_\_

**Producer's Name:**

\_\_\_\_\_

**By:**

\_\_\_\_\_

**Title:** \_\_\_\_\_

**License Number:** \_\_\_\_\_

**Federal Tax ID#:** \_\_\_\_\_

**AmCom Insurance Services, Inc. By:**

\_\_\_\_\_

**James J. Furey, President of Sales**