

PRODUCER AGREEMENT

ACCT # _____

This agreement is by and between _____
 Agency or Producer's Name (as shown on license)

 Producer's Address

Hereinafter referred to as "Producer" and American Insurance Brokers, Inc., 23251 Mulholland Drive, Woodland Hills, California 91364-2732, its successors and/or assigns hereinafter designated as "General Agent."

1. Producers shall act in the manner of an "Insurance Broker/Agent" insofar as Producer's business dealings with the General Agent, its employees, representatives, successors, assigns, insurers, and insureds.
2. Producer shall have no authority to bind any coverage on new or renewal business or claims thereunder, or make any changes in the terms or conditions on any type of coverage offered or issued.
3. Producer agrees to treat all prepayment fees, all gross premiums and/or policy fees, received or collected by the Producer for General Agent as property held in trust, and remit such money at once to General Agent with full and detailed accounting. No payment accepted or received by Producer for premiums due or deposits shall be deemed paid to the General Agent until such payment shall be received in hand and accepted by the General Agent.
4. Producer agrees to be solely and exclusively responsible for any and all claims, demands, actions or causes of action arising out of, or relating to, any action, error or omission on Producer's part, and Producer shall indemnify and hold harmless General Agent, its employees, and representatives, successors assigns and direct contracting partners, including any company or plan listed in the compensation schedule from any and all damages, liabilities, and expenses incurred thereby. Producer further agrees to promptly notify the General Agent and any other provider of benefits of any claim, demand, action or cause of action in which the General Agent or any of its underwriting companies or providers of benefits are named.
5. Producer agrees that in the event Producer or any of Producer's subagents, affiliate companies or representatives are named in litigation arising out of, or related to, the performance on Producer's part of the terms and provisions of this agreement, neither the General Agent, any of its underwriting companies or claim handling facilities or other providers of benefits shall be obligated to defend, indemnify, or hold Producer or its subagents, affiliate companies or representatives harmless from any and all such claims. Nothing herein shall preclude General Agent at its option from undertaking Producer's defense, though any such undertaking on the part of General Agent shall be deemed an accommodation and not a contractual obligation.
6. Producer agrees that General Agent may offset against compensation due Producer under this contract any amount now due or which may become due at any time from the Producer, and these amounts shall be first lien against all compensations due Producer under this contract.
7. Producer agrees that all license fees for any required company appointments will be deducted from commissions payable under this contract.
8. General Agent shall have no responsibility for any expenses of the Producer no matter howsoever arising.
9. This agreement shall be effective as of the date hereinafter written and shall remain in force and effect to and until cancellation, which may be effectuated by either party giving to the other fifteen (15) days' written notice of cancellation which shall be mailed to the party at the address first hereinabove written or such other address as may from time to time be specified in writing by a party to this agreement.
10. CONTINUING SERVICE REQUIREMENT. Producer shall be entitled to commission payments subject to condition that proper and timely service is rendered by Producer to all persons who are sold group insurance pursuant to this agreement. If the proper level of service is not maintained, as judged by General Agent, General Agent may terminate the commission payments otherwise due, including all rights thereto, by delivery of fifteen (15) days' advance written notice of such termination to Producer. Producer agrees to the forfeiture of all commission payment to General Agent should termination occur under the forgoing circumstances.
11. BROKER OF RECORD LETTERS FOR INSURANCE PRODUCTS. In the event the General Agent agrees to accept a broker of record letter relative to any insurance produced pursuant to, or otherwise subject to this agreement, General Agent will notify Producer of the receipt of the letter. The broker of record letter will be deemed effective on the first day of the month following receipt of the letter. The Producer acknowledges and agrees that, once the broker of record letter becomes effective, General Agent may thereafter pay any and all commissions on the business subject to the last broker of record

