

## Producer Agreement

### Zurich Agency Services, Inc.

**THIS AGREEMENT** (hereinafter "Agreement") is made and entered into as of the date hereof between Zurich Agency Services, Inc. (hereinafter "ZAS"), and the Producer ("Producer" as further defined below accepting this Agreement. The parties agree as follows:

#### Article I

Relationship Defined. ZAS has agreements with Insurance Carrier(s) ("Carrier(s)") to accept certain insurance on their behalf or to submit applications for specific lines to the Carrier(s) for consideration.

**NO AUTHORITY TO BIND. PRODUCER ACKNOWLEDGES THAT PRODUCER HAS NO BINDING AUTHORITY UNDER THIS AGREEMENT ON ANY BUSINESS WHATSOEVER. ONLY ZAS HAS BINDING AUTHORITY AND AUTHORITY TO COUNTER-SIGN INSURANCE CONTRACTS, CERTIFICATES OR ENDORSEMENTS ISSUABLE WITHIN THE LIMITED AUTHORITY ESTABLISHED BY THE CARRIER(S) FOR ZAS FROM TIME TO TIME. PRODUCER IS ONLY ENTITLED TO SUBMIT INSURANCE APPLICATIONS FOR ITS CUSTOMERS TO ZAS FOR CONSIDERATION.**

Producer is not authorized to act for or on behalf of ZAS or the Carrier(s), and neither ZAS nor the Carrier(s) are authorized to act for or on behalf of Producer. This Agreement grants no authority whatsoever by the Carrier(s) to Producer, and creates no relationship between Producer and the Carrier(s). ZAS has no authority to create any relationship between Producer and the Carrier(s).

Producer is an independent contractor and is responsible for its own employees, benefits, taxes and other expenses and matters affecting its business.

#### Article II Producers Obligations

1. Producer warrants it is a duly licensed Agent/Broker in all states desiring to submit to ZAS applications for insurance;
2. Producer is acting as Agent or Broker for the applicant and in the applicant's behalf, not as agent of ZAS.

3. Any premiums collected by the Producer on behalf of ZAS shall be collected and forwarded in full to ZAS in a fiduciary capacity without deduction for commission or other charges.
4. Producer specifically agrees that any extension of credit by the Producer to the Producer's client or any other person is solely at the Producer's risk.
5. No insurance contract may be returned to ZAS by the Producer for flat cancellation unless returned to and received by ZAS prior to the effective date of the contract, subject to applicable filing requirements. Earned premiums shall be computed and charged on every contract canceled after its effective date in accordance with the cancellation provisions of such contract.
6. Producer agrees to notify ZAS on a timely basis of any final audit premium that may be uncollectible, to activate the direct collection process by the carrier;
7. The Producer has no authority to assign any losses or adjust any losses on behalf of ZAS or its entities. All claims are to be reported to ZAS for assignment and handling, unless specifically directed otherwise.
8. If any account becomes delinquent, ZAS may, at its option, collect the premium from the Insured. The Producer shall not be entitled to any commission on those premiums so collected by ZAS from the Insured.
9. ZAS agrees to pay Producer commission as agreed to by account or carrier submission.

### **Article III - Indemnification.**

Producer agrees to indemnify and hold harmless ZAS, its employees and agents, from and against any and all liabilities, losses, damages, judgments, actions and expenses, including reasonable attorney's fees, incurred by ZAS resulting from or arising out of Producer's negligence, any act or alleged failure to act, errors or omissions. ZAS agrees to indemnify and hold harmless Producer, its employees and agents, from and against any and all liabilities, losses, damages, judgments, actions and expenses, including reasonable attorney's fees, incurred by Producer resulting from or arising out of ZAS's negligence, any act or alleged failure to act, errors or omissions. Both parties agree to promptly notify the other in writing of any such claim, demand, action or cause of action.

#### **Article IV Insurance**

Producer agrees to keep in full force and effect an Errors and Omissions insurance policy and a General Liability insurance policy with limits of no less than \$5,000,000 during the full term of this Agreement and if requested will immediately provide copies of the E&O certificate.

#### **Article V Confidentiality of Information**

The Producer agrees that all underwriting, claims, actuarial, rating, financial, and other materials and information that you come into possession of, including non-public personal financial and health information about an individual are confidential and will not be disclosed to any third party by the Producer, its employees, representatives, successors, or assigns unless compelled by a government entity or court of competent jurisdiction, in which case the Producer shall notify ZAS. The confidentiality of specific documents may be waived only by ZAS sending prior written notice to the Producer.

#### **Article VI Termination**

Either party may terminate this Agreement at any time by giving written notice to the other party using any method including electronic delivery. Termination will be effective upon notice to the last known email address or facsimile number where appropriate, subject to any additional notice period required by applicable law. This agreement shall terminate automatically if Producer's license to transact insurance is revoked or suspended in any state. A terminated Producer or its designee shall not attempt to enter into a new agreement, electronic or otherwise with ZAS without the written permission of ZAS. Termination will not release either party from liability to the other for prior acts or omissions. Any sums owed to Producer by ZAS at the time this Agreement is terminated will be subject to being set-off against any debts owed to ZAS by Producer.

#### **Article VII Miscellaneous**

1. The provisions of this Agreement are severable and if any one or more of the provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nonetheless be binding and enforceable.
2. In the event of any dispute arising between the parties relating to this Agreement, it is agreed that the prevailing party in any such litigation shall be entitled to recover all reasonable legal and other expenses arising out of such action.

3. Producer's records and the use and control of expirations on business submitted to ZAS are Producer's property so long as Producer has paid all premium for which Producer is liable to ZAS.
4. The laws of the state of Kansas shall apply to this Agreement.
5. ZAS may amend the provisions of the Agreement by providing Producer with 30 days prior written notice.

SIGNED: 

ZURICH AGENCY SERVICES, INC.

7045 College Blvd.

Overland Park, Kansas 66211

By Principal: \_\_\_\_\_

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

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

AGREED AND ACCEPTED:

Agency Name:

Agency Address:

City, State, Zip:

Phone:

Fax:

License #: \_\_\_\_\_ (Copy of License Required)

E&O Carrier: \_\_\_\_\_ (Copy of Dec Page or Certification  
Required)

By Principal: \_\_\_\_\_

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

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