

## PRODUCER AGREEMENT

This agreement is entered into by and between Community Underwriters Group, LLC "Community" and

\_\_\_\_\_"Producer" To be effective as of the date written below.

In consideration of the mutual covenants and promises contained herein, Community and Producer agree and state as follows.

### ARTICLE I DUTIES AND RESPONSIBILITIES

Section 1.01 - Placement of Insurance Community shall have the sole right to accept or reject applications on behalf of Bold Legal Defense Insurance, Inc."BOLD". Producer shall receive such compensation as agreed to by the parties on a case-by-case basis.

Section 1.02 - Independent Contractor In submitting business to Community and/or BOLD. Producer is acting as agent for the applicant for insurance and is not acting as an agent, subagent or broker for Community and/or BOLD. This agreement does not create a partnership, joint venture or employment relationship between Community, BOLD and Producer. Producer is for all purposes an independent contractor.

Section 1.03 - Limitation of Authority and Responsibilities Producer shall have no authority to bind any insurer for Community and/or BOLD; commit to or issue binders or policies; make, alter or vary any terms of coverage; waive or modify terms of payment of any premium or deposit; or incur any liability for Community. Community shall have no responsibility to any policyholder, subagent, solicitor, or sub-producer with regard to the adequacy, amount or form of coverage obtained through Community.

### ARTICLE II PREMIUM PAYMENTS

Producer guarantees the payment to Community of all premium including deposit and adjustable premiums (except as noted in Article III) on policies of insurance placed by Producer through Community.

Such payment is due and shall be paid to Community by Producer in accordance with payment terms established from time to time by Community and is due and payable whether or not Producer has collected the premium. Producer shall be liable for and shall pay return commissions at the same rate as originally credited to Producer for all return premium adjustments or cancellations.

Producer assumes the credit risk of advancing premiums to Community before collecting premiums from an insured. This guarantee shall be performed by Producer upon demand of Community at any time with respect to any uncollected premium or unpaid return commission then outstanding.

Producer acknowledges that Community, without limitation of other remedies, reserves the right to cancel policies for non-payment of premium to Community.

### ARTICLE III ADJUSTABLE PREMIUMS

Premiums, which have been determined by audits, retrospective rating adjustments or interim reports, are fully earned at the invoice date of such audits, adjustments, or reports as evidence by Community invoice. Producer will be relieved of responsibility for the Payment of such premiums provided (1) the insurance company releases Community of liability for such premiums or (2) Producer notifies Community in writing within 10 days after policy issuance that Producer is unable to collect such premium and wants to cancel the policy. Failure to give Community such timely and properly written notice shall constitute Producer's acceptance of the responsibility to pay such premium. Timely and proper notice must be in writing and received at the office of Community within 10 days after the respective policy issuance date. If a commission applies to these adjustments, none will be allowed to Producer on premiums collected directly by Community under this provision. In addition, such notice shall not relieve Producer of the responsibility to attempt to collect such premiums within said 10 days after invoice date. This Article III may be modified by Community as to a specific coverage if the terms of the policy are different or Florida State Statute overrides this provision.

### ARTICLE IV CLAIMS

Producer shall notify Community and BOLD promptly of any claims, suits or notices of loss (or circumstances which might reasonably be expected to result in a claim, suit or notice of loss) and shall cooperate fully with Community and BOLD to facilitate the investigation and adjustment of any claim as requested by Community.

### ARTICLE V MONIES HELD BY PRODUCER

Any monies collected by Producer for the account of Community shall be held by Producer in a fiduciary account in accordance with the laws of the state where Producer resides. Under no circumstances may monies collected be comingled with any other accounts.

### ARTICLE VI COMPLIANCE WITH LAWS

The Producer warrants and agrees that: (1) Producer will comply with all applicable laws and regulations governing the conduct of the business contemplated by this agreement; (2) Producer is properly licensed to transact business as an agent or broker in accordance with the provisions of the insurance laws of any state in which Producer transacts business; and (3) Producer will maintain its agent or broker licenses in full force and effect. Producer will promptly notify Community of any suspension, cancellation, or disciplinary action in respect of the agent or broker licenses of Producer. Producer will provide Community documentation evidencing its agent or broker licenses as requested by Community and provide evidence of renewals written 30 days of expiration.

## ARTICLE VII ADVERTISING

No advertisement referring to or using the name of Community and/ BOLD or its affiliates shall be printed, published or used in any way by the Producer without the prior written approval of Community.

## ARTICLE VIII TERMS OF AGREEMENT

This agreement may be terminated by either party giving seven days written notice to the other. After the date of termination of this agreement, the Producer shall complete the collection and accounting to Community for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding insurance, including but not limited to return premiums and return commissions. Producer shall after termination continue to provide prompt notice and cooperate fully with Community and the insurer regarding claims as set forth in Article IV of this agreement.

Producer shall, at the request of Community, or any insurer whose policy is affected, give notice of cancellation or non-renewal of a policy as required by applicable laws.

## ARTICLE IX IDEMNIFICATION

All Parties, Producer, Community, and BOLD, agrees to defend, indemnify and hold the other party (and its affiliates and its and their directors, officers, employees and agents) harmless from and against, and promptly reimburse it for, any and all loss, expense, judgment, stipulation, penalty, damage, deficiency, liability and obligation, including, without limitation, settlement costs, costs of investigation, prosecution or defense, costs and attorney's fees, arising out of or in any way connected with the breach or misrepresentation by a party of any of its representations, warranties, covenants, or agreements contained in this agreement . It is the sole responsibility of the Producer to maintain errors and omissions Liability Insurance coverage with Limits of Liability of not less than \$1,000,000 each claim, \$1,000,000 Policy aggregate. Producer will promptly notify Community of any cancellation, termination or non-renewal of such coverage. Producer will provide Community with a current copy of the policy declaration page. Producer will forward renewal documentation. Producer will forward renewal documentation within 30 days of expiration.

## ARTICLE X PLACEMENT OF SURPLUS LINES BUSINESS

Producer shall not place an order with Community for any excess or surplus lines insurance unless producer shall have first complied with any applicable state laws requiring Producer to attempt to procure such insurance from insurers authorized to do business in the state of residence of the proposed insured.

## ARTICLE XI GENERAL PROVISIONS

Notices Any notices to be given hereunder by either party to the other must be in writing and by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested.

Venue and Law Governing Agreement This Agreement shall be governed by and construed in accordance with the laws of the state of Florida and venue shall line in Broward County, Florida.

Attorney's Fees and Costs If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

Interest If a party hereto shall bring suit to enforce collection of any amount claimed due hereunder, the prevailing party shall be entitled to receive interest on the amount owed computed from the date the obligation became owing at the lesser often percent (10%) per annum or the maximum lawful rate of interest per annum that may be incurred by contract in the State of California.

Assignment This agreement for services by Producer is personal; it cannot be transferred, assigned, pledged, made subject to a security interest, or otherwise disposed of by Producer in whole or in part. This agreement may be assigned by Community to any of its affiliates.

Amendment This agreement may only be amended by the written consent of the parties.

Article and Other Headings The headings contained in this agreement are for reference purposes only and will not affect its interpretation.

Waivers The terms hereof may be waived only by a written instrument signed by the party waiving compliance. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof No waiver on the part of any party hereto of any right, power or privilege hereunder, or any single or partial exercise of any other such right, power or privilege.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year written below to be

effective of \_\_\_\_\_, 20\_\_\_\_

If the Producer is an individual, the individual must sign. If the Producer is a partnership, one of the general partners must sign as general partner. If the Producer is a corporation, an authorized officer must sign and indicate the title of such authorized officer.

\_\_\_\_\_  
By: (please type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

COMMUNITY UNDERWRITERS GROUP, LLC

\_\_\_\_\_  
By: (please type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### PRODUCER INFORMATION:

Agency: \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

\_\_\_\_\_  
\*\*\*Agency License No.

\*\*\*A COPY OF THE LICENSE(S) MUST BE ATTACHED.

\_\_\_\_\_  
\*\*\*Agents License No.

\_\_\_\_\_  
Federal ID. No. or Social Security

Errors & Omissions Coverage:

Insurer

Policy No.

Limits

Exp. Date
