

Producer Agreement
between
Bonding & Insurance Specialists Agency, Inc.
An Illinois Corporation
and

This Agreement is entered into this day of , by and between **Bonding & Insurance Specialists Agency, Inc.**, hereinafter referred to as **BISA** and individual, partnership, or corporation, hereinafter referred to as **PRODUCER**.

Now therefore, in consideration of the mutual covenants and agreements set forth, the parties hereto agree as follows

1) ***Licensing***

PRODUCER hereby warrants to BISA that he/she is properly licensed to transact business as an agent or broker in accordance with the provisions of insurance laws of any state in which he/she transacts such business. Upon request and in accordance with procedures established by BISA, PRODUCER shall provide evidence of such license. This evidence may include copies of renewal licenses.

2) ***Payment of Premiums***

A) New Business and Renewal Business:

- 1) Binding: To effect the binding of an account with BISA, PRODUCER agrees to pay BISA an amount equal to at least (25) (twenty-five) percent of the total premium or the negotiated minimum earned.
- 2) Balance: The balance of the premium is due as mutually agreed to by the parties. But in no event will it be later than 30 days from the effective bind date.

3) ***Guarantee of Payment***

In consideration of BISA accepting such business, PRODUCER guaranties the payment to BISA of all premiums, but not limited to deposits, audits, and endorsements, except as noted in section 4, on all policies of insurance placed by PRODUCER with BISA. Such payment is due to BISA whether or not PRODUCER has collected the premium. PRODUCER agrees to pay BISA a return commission on all return premium adjustments, at the same rate that was originally applied to such coverage. PRODUCER understands that BISA, without limitation of its other remedies, reserves the right to cancel policies for non-payment of premium.

4) ***Uncollectible Adjustable Premiums***

Premiums that have been determined by annual or interim audits and/or retrospective rating adjustments are fully earned on the last date that coverage was in effect. PRODUCER can be relieved of responsibility for such premiums only if within (25) twenty-five days from the date of BISA'S invoice, PRODUCER notifies BISA, in writing and by certified mail, that PRODUCER has made diligent efforts to collect such premiums, but is unable to do so.

PRODUCER understands that if the premiums under this provision, are collected directly by BISA or the insurance carrier, there will be no commission paid to PRODUCER.

5) Arbitration

BISA and PRODUCER agree that any unresolved dispute that may arise under provisions of this Agreement shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The written determination or arbitration shall be final, binding, and conclusive to the parties.

6) No Acts Contrary To The Law

Nothing contained in this agreement shall be construed to require the omission of any act of the law. Whenever there is a conflict between any provision of this Agreement and any statute, law, ordinance or regulation, contrary to which the parties have the legal right to contract, then latter shall prevail, and in such event, the provisions of this Agreement so effected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements. The joint and several and remedies provided for in this Agreement shall be construed as being cumulative, and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law. No waiver by BISA or PRODUCER or any failure by BISA or PRODUCER, to keep or perform any provisions of this Agreement shall be deemed to be waiver of any preceding or succeeding breach of the same or other provision.

7) Covenants and Conditions

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable by reason of any rule of law or public policy, all other provisions of this Agreement shall be deemed independent of any other provision unless so expressed herein.

8) Producer's Duties

It is the responsibility of the PRODUCER to service his/her account and to inform BISA as to the type and amount of coverage to be considered for quotation, and to review all quotes and policies for determination of coverage adequacy. BISA assumes no responsibility toward PRODUCER, policyholder, sub-producer or any other party with regard to the adequacy, amount or form of coverage obtained through any insurance carrier, except as noted in Item (9 "BISA Duties". PRODUCER further agrees to indemnify and hold BISA harmless for any legal action brought against BISA with regard to the PRODUCER'S duties listed herein.

9) BISA Duties

It shall be the responsibility of BISA, to properly effect the binding of quoted risks, with the quoted insurance carrier, on receipt of a formal request to Bind by the PRODUCER. BISA further agrees to indemnify and hold PRODUCER harmless for any legal action brought against PRODUCER with regard to BISA's duties listed herein.

10) Completed Agreement

This contract constitutes the sole and complete Agreement between the parties. No verbal or other statements, inducements, or representations have been made to or relied upon by PRODUCER and no modification shall be binding upon BISA.

11) Amendments

No amendments or additions to this Agreement shall be binding unless in writing and signed by the PRODUCER and the President of BISA.

12) Assignment Prohibited

This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13) Governing Law

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Illinois.

This Agreement supersedes any previous Agreement executed between BISA and PRODUCER.

By: _____
President, BISA Date

Witness: _____
Date

By: _____
Corporate Officer Date

Witness: _____
Date