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| FOR OFFICE USE<br>Account Number: _____ |
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# PRODUCER AGREEMENT

This Agreement is made as of the date of execution by Special Insurance Services, Inc., by and between Special Insurance Services, Inc., herein referred to as MGA and herein referred to as PRODUCER.

WITNESSETH, in consideration for MGA placing risks from time to time hereafter for PRODUCER with an insurer, or insurers, and for the mutual promises and covenants hereinafter set forth:

- [1] PRODUCER acknowledges that he is the agent of the insured and is not the agent of, and has no authority to bind MGA, or any of its principals.
- [2] PRODUCER shall be primarily liable to MGA for the full amount of premium and applicable state taxes, less commission, including additional premiums developed under audits or retrospective penalties on every insurance contract placed for PRODUCER. Such premiums and taxes shall be due by PRODUCER to MGA from the date that liability is assumed by the insurer and are to be remitted to MGA as follows:
  - A. MGA shall bill PRODUCER for each insurance contract placed, such bill shall indicate a payment date. PRODUCER agrees to remit the balance in full by the payment date indicated on each billing.
  - B. Reporting policies: Gross receipts, mileage, values, etc., must be mailed to MGA by the 15<sup>th</sup> of the month following period covered by report. Payment shall be in accord with 2A above.
- [3] No insurance contract may be returned to MGA by PRODUCER for flat cancellation unless it is returned prior to the inception, or effective date, of contract. Earned premium shall be computed and charged on every contract cancelled after inception in accordance with the cancellation provisions of such contract.
- [4] In consideration of commission allowed PRODUCER on all premiums, and additional premiums, PRODUCER agrees to pay MGA the commission on all return premiums at the same rate such commissions were originally retained.
- [5] MGA shall be entitled to reimbursement for the costs of collection, including reasonable attorney's fees incurred in an effort to collect unpaid premium from any PRODUCER or other person(s) responsible for payment of same.
- [6] The undersigned PRODUCER jointly and severally guarantees to MGA the payment of all obligations arising from this Producer Agreement entered into by PRODUCER and MGA on which PRODUCER becomes directly or indirectly obligated to MGA. It is also understood and agreed that MGA has been induced to and will appoint PRODUCER as PRODUCER only if the undersigned individuals guarantee the obligations of the PRODUCER.

This AGREEMENT shall apply to current policies already placed and in force at the date hereof and all future policies which may be placed by MGA for PRODUCER. This AGREEMENT may be cancelled at any time by written notice to either party to the other, but said cancellation shall not alter in any way the continued application of this AGREEMENT to insurance policies effected prior to the date of such cancellation.

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|----------------------------|----------------------------------|
| Agency Name _____          | SPECIAL INSURANCE SERVICES, INC. |
| By _____                   | By _____                         |
| Title _____                | Title _____                      |
| Individual Guarantee _____ |                                  |
| Individual Guarantee _____ | Witness _____                    |
| Witness _____              |                                  |
| Date _____                 | Date _____                       |

(Individual Guarantee required regardless if Corporation, Sole Proprietorship or Partnership)