

# Producer Agreement

AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

Producer: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St/Zip: \_\_\_\_\_

PhoneOps Insurance Agency, LLC  
2824 Cottman Ave Ste 14  
Phila, PA 19149  
ATTN: Processing Dept.

WHEREAS, Broker wishes to place business through PhoneOps Insurance Agency, LLC (*hereinafter called PhoneOps*) for acceptance by admitted carriers in connection with programs administrated by PhoneOps, in accordance with applicable laws and regulations; and

WHEREAS, PhoneOps is willing to offer it's facilities to brokers for placement of such insurance, all the forgoing in accordance with the laws and regulations pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, the parties hereto, intending to be legally bound, agrees as follows:

1. Broker warrants that it holds a Broker's license issued by the State of its domicile and all other licenses required to do business hereunder and intends to place business through PhoneOps for acceptance by admitted carriers in compliance with the laws and regulations pertaining thereto regarding placement of business with admitted carriers.

Broker further warrants that any business which it shall submit to PhoneOps involving persons or property situated in a state other than that of its domicile will, if accepted, be effected in accordance with the insurance laws and/or similar applicable laws of that State and Broker will indemnify PhoneOps for any liability or loss arising as a result of PhoneOps accepting any application submitted by Broker

Broker shall be entitled to collect a commission on such business at a rate which shall be mutually agreed to between the parties at the time of placement of the business.

Broker shall not have authority to appoint other agents or sub-agents for purposes of this agreement and shall not do so, Broker shall have no authority to make and shall not make any agency appointments on behalf of PhoneOps, nor shall Broker make any agreements rendering or purporting to make PhoneOps liable for the payments and/or repayment of expenses, commissions, or any other sums.

If Broker is placing business with PhoneOps that has been directed to it by another legally established insurance producer, Broker accepts full responsibility for that submission as if it were the originator of such placement.

2. It is further agreed by and between the parties that payment of premiums shall be made by broker to PhoneOps not later then 3 days after the effective date of the coverage, unless otherwise agreed to in writing. Failure to pay premiums as scheduled may result in cancellation of the subject policy. All premiums collected from the insured's which are to be paid to PhoneOps shall be held by Broker in a fiduciary capacity in accordance with applicable law and should not be commingled with Broker's other funds. Any payments to Broker under this Agreement shall be paid only to the extent permissible under applicable laws, rules and regulations. Broker shall have no right to such payment and PhoneOps shall have no duty to make such payments in excess of those legally permissible.

PhoneOps may, at its option, offset Broker's proportional share of any return premiums from any payments due Broker under this agreement.

Notwithstanding any provisions in this Agreement to the contrary, no compensation shall be payable to Broker subsequent to the termination of this Agreement if Broker commits any act of fraud, malfeasance or non-feasance in the performance of its duties hereunder or induces or encourages any of PhoneOps' clients, or any new clients or new hires, to obtain insurance brokerage services from a brokerage agency other than PhoneOps.

3. Broker hereby guarantees the payment of all premiums due PhoneOps on insurance bound or written hereunder, whether or not they are collected by Broker and whether or not they are financed.

4. Any credit extended to the insured or others shall be at the sole risk of the Broker and Broker guarantees that premium shall be paid to PhoneOps by Broker when due.

5. Broker agrees to report immediately to PhoneOps, or the designated claims administrator, any fact, occurrence or incident that may result in a loss or claim, together with full details thereof. Broker shall forward all documents and cooperate fully with PhoneOps, or the designate claims administrator, in the investigation and adjustment of any claim, if requested.

6. Broker agrees to keep complete records and accounts of all transactions and to permit PhoneOps to inspect all records pertaining to business transacted under this Agreement.

7. Broker agrees to maintain Error and Omissions coverage for itself and those for whom it is responsible, in the amount not less than \$1,000,000 throughout the term of this agreement with an insurer with a rating of A- or greater and shall provide PhoneOps appropriate evidence of such insurance upon execution of this Agreement.

8. Broker shall not advertise in any way the name of PhoneOps nor shall broker advertise in any way the name of any company or underwriter represented by PhoneOps without the prior written consent of PhoneOps.

9. Each Party shall defend and indemnify the other against liability arising out of or in connection with this Agreement, including cost of defense and settlements, imposed on the party being so defended and indemnified for damages sustained and caused by negligent acts or omissions or willful misconduct of the other party, provided the party being so defended and indemnified has not caused or contributed to such liability by his own negligent acts or omissions or willful misconduct. The party being so defended and indemnified agrees, as a condition to such indemnification, to notify the other party of any claim or suit against him and, subject to the prior written consent of the party being so defended and indemnified, to allow the indemnifying and defending party to make such investigation, settlement or defense thereof as the indemnifying and defending party deems prudent.

Notwithstanding any provisions herein to the contrary, PhoneOps, at its option, may affect the recovery of damages under this section 9 by offsetting such amounts against payments of amounts otherwise owing by it to Broker hereunder. Election of this remedy shall not be construed as exclusive, and shall not bar PhoneOps from seeking any and all other remedies available at law or equity.

10. It is understood that Broker is an independent contractor and this Agreement does not permit Broker to bind PhoneOps or any company or underwriter represented by PhoneOps. Broker is not hereby the agent of PhoneOps or any company or underwriter represented by PhoneOps.

11. In the event of termination of this agreement, so long as the broker has promptly accounted for and paid all premium for which it may be liable, the broker's records, and use and control of the expirations shall remain the property of the Broker and be left in its undisputed possession: otherwise, use of the records and control of the expirations shall be vested exclusively in PhoneOps.

12. This agreement shall become effective when accepted by PhoneOps and supersedes all previous agreements, whether written or oral. This agreement may be terminated by either party at any time upon giving of written notice of termination, but such termination shall not alter in any way the continued application of this Agreement to policies in effect as of the date of such termination and Broker shall complete the collections of premiums and continue to provide claims support and service on all policies in effect at termination.

13. This agreement constitutes the entire and exclusive understanding between the parties with respect to its subject matter and is to be construed in accordance with and governed by the Commonwealth of Pennsylvania.

14. This agreement may not be assigned by broker without the written consent of PhoneOps.

15. This Agreement shall be binding upon and adhere to the benefit of the parties hereto, their respective heir, successors and assignees.

16. No failure of either party to insist on strict compliance with this Agreement or to exercise any right under it shall be a waiver of such right.

17. This Agreement may be amended, but then only in a written addendum to this Agreement executed by the parties.

18. All exhibits and schedules hereto shall be deemed a part hereof.

**IN WITNESS WHEREOF**, the parties have hereto executed this agreement as of the day and year set forth above.

Broker Name Printed: \_\_\_\_\_

Broker Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ (attach W-9)

Broker License number: \_\_\_\_\_ State: \_\_\_\_\_

**PhoneOps Insurance Agency, LLC**

By: Jeffrey Waddell Title: CEO

Signature: \_\_\_\_\_

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