

COMMERCIAL INSURANCE UNDERWRITERS, INC.

A Surplus Lines Agency

901 EAST ST LOUIS ST #205

SPRINGFIELD MO 65806-2537

PHONE 417 883-3277 FAX 417 883-3393

**PRODUCER
CONTRACT**

Agency Name: _____

Agency Address: _____

RE: Agreement between Commercial Insurance Underwriters, Inc. (hereinafter called CIU) and _____ (hereinafter called PRODUCER).

In consideration of CIU placing risks from time to time for PRODUCER with an insurer or insurers and for mutual promises and covenants set forth it is agreed as follows:

1. **LICENSING.** PRODUCER is licensed as an agency or producer in accordance with the laws and regulations of the states in which business may be transacted and will furnish proof of such licensing upon request by CIU.
2. **AUTHORITY.** PRODUCER is not an agent, producer or employee of CIU and has no authority to bind CIU or any of its companies to any contract of insurance or any other contractual obligations. For the purposes of this agreement and the business relationship between PRODUCER and CIU, the PRODUCER is the agent of its customer.

PRODUCER is hereby authorized by CIU to issue Acord Certificates of Insurance and Binders on business procured through CIU. The 'Producer' on the Certificates or Binders shall be the PRODUCER and the 'authorized representative' signature space shall be a licensed producer, employee or acting on the behalf of the PRODUCER. PRODUCER agrees to send a copy of the Certificate or Binder to CIU.

3. **GUARANTEE OF PAYMENT.** PRODUCER guarantees payment to CIU of all premiums including deposits, adjustable premiums and premium taxes (except noted in Section 5) on policies of insurance placed by CIU for PRODUCER.

CIU is due payment of premium in accordance with terms established from time to time whether or not PRODUCER has collected such premium nor shall such payment be contingent upon issuance of a policy.

On all return premium from adjustments or cancellations of policies PRODUCER shall pay CIU return commission at the same rate as originally credited. If PRODUCER does not make timely payment of any sums due CIU, then CIU may, without limitation of other remedies, cancel policy for non-payment of premium.

PRODUCER agrees that any credit granted shall be paid promptly in accordance with the terms within this agreement and that CIU may add one and one half percent (1 1/2%) per month to any past due balance owed, and in event of default to pay reasonable collection charges and/or attorney fees. The parties agree that any legal action to enforce this contract or to collect any money due on this contract or for any money due on this contract will be filed in Greene County, Missouri which the parties agree and stipulate will have venue and jurisdiction to hear and decide the matter.

4. **FINANCED PREMIUMS.** If CIU received payment from a finance company the return premium, less unearned commission, will be remitted by CIU directly to the finance company. If CIU received payment from PRODUCER the return premium, less unearned commission, will be remitted by CIU to PRODUCER.

The ultimate liability of CIU for payment to finance company, PRODUCER or insured shall never exceed the amount of return premium less unearned commission developed.

PRODUCER agrees to hold CIU harmless from any responsibility for payment of return premium to finance company or insured other than covered above and further agrees that financing agreements do not diminish responsibility for payment by PRODUCER.

5. **UNCOLLECTIBLE ADJUSTABLE PREMIUMS.** Premiums which have been determined by audits, retrospective rating adjustments, and /or interim reports are fully earned at time of invoicing by CIU. PRODUCER may be relieved of the responsibility of such premiums if CIU is notified in writing within 30 days after invoice date, stating that such premiums are uncollectible and that a diligent effort has been made. Commission on premiums deemed uncollectible in this manner will be forfeited. Failure to give CIU timely notice shall constitute acceptance of the responsibility to pay such premiums.
6. **CANCELLATION OF INSURANCE.** No insurance contract may be returned to CIU for flat cancellation unless it is returned prior to the inception, or effective date, of such contract. Earned premium shall be computed and charged on every contract cancelled after inception date in accordance with the cancellation provisions of the contract and/or rules of insurer.
7. **OWNERSHIP OF BUSINESS.** CIU recognizes the independent ownership by producer of the insurance business subject to the agreement.
8. **CANCELLATION OF AGREEMENT.** This agreement may be cancelled at any time by written notice of either party to the other, but such cancellation shall not alter in any way the continued application of this agreement to insurance policies in effect prior to the date of such cancellation.
9. **OTHER PROVISIONS.** PRODUCER understands that CIU assumes no responsibility toward any policy holder or sub-producer with regard to the adequacy, amount or form of coverage and agrees to hold CIU harmless from any claim asserted against CIU in following instructions of PRODUCER.

CIU

PRODUCER

Authorized Signature

Authorized Signature

Title

Title

Date

Date