

PRODUCER AGREEMENT

This agreement is between _____, an entity whose address is _____ (hereinafter called Producer) and Brownstone Insurance Agency, Inc., an entity whose address is 200 Cordwainer Drive, Norwell, Mass 02061 (hereinafter called "Brownstone").

Recitals

Whereas, the specialized nature of the business that will be placed under this Agreement necessitates that Producer be apprised of certain conditions and regulations that exist and agree to comply therewith and be bound thereby before Brownstone will enter into business transactions with Producer.

Whereas, Producer acknowledges that it wishes to present applications for insurance to Brownstone to be underwritten by insurance companies with whom Brownstone has contractual relationships.

Now, therefore, it is agreed by and between the undersigned that:

A. **Underwriting:**

1. **Binding:** Producer shall not accept or bind any risk without prior written approval and authorization from Brownstone. Where a risk is bound prior to the receipt by Brownstone of completed application, such risk is bound subject to the receipt of Brownstone of a completed application conforming in all material respects to the underwriting information previously submitted by Producer.
2. **Submission:** Applications must be completed in detail and submitted prior to binding coverage whenever possible. In any event, a completed application must be received by Brownstone within five (5) days after coverage is effective.
3. **No binder, policy certificate or cover note** may be canceled without incurring earned premium after the inception date of said document and producer assumes full responsibility for the payment of all premiums on binders, policies, certificates of cover notes issued at its request.
4. The Producer agrees to return all unearned commissions on cancelled policies to Brownstone.
5. Producer agrees that its right to receive commissions, fees or other compensation from issued policies results solely from this contractual agreement and no other agreement.
6. **Cancellation:**
 - a. No policy or binder will be canceled flat after the coverage becomes effective.

B. **Payment of Premium:**

The Producer will remit to Brownstone all premiums, whether collected or not, in accordance with the following:

1. **Down Payments and Deposit Premiums** must be received by Brownstone within five (5) days after coverage is effective.
2. **Unearned Commission:** Producer agrees that in event of cancellation for any reason whatsoever of any policies and/or binders obtained through Brownstone, Producer will return to Brownstone that portion of any commission Producer has received which bears that same relationship to the total commission received as the unearned premium does to the total premium for the risk.

C. **Status of Producer:**

The Producer, in placing business under the Agreement, recognizes that he/she is a representative of the insured and not the agent or representative of Brownstone. The Producer is an independent contractor and nothing contained herein shall be construed as creating the relationship of employer and employee. The Producer shall be free to exercise the Producer's own judgment as to the time and manner of performing the services authorized by this Agreement subject to such rules and regulations as may be adopted by Brownstone respecting the conduct of business.

D. **Commissions:** Unless otherwise agreed to in writing by Brownstone, the commission payable to the Producer will be subject to negotiation with respect to each risk.

E. **Termination:** This Agreement terminates automatically upon the Producer's death; upon revocations, termination or non-renewal of the Producer agent or broker's license(s); changes in the partners composing the agency firm or dissolution of the partnership; dissolution of the Producer corporation; the Producer filing a petition for bankruptcy or upon the sale of the Producer agency. Brownstone may terminate this Agreement for cause by mailing notice of such termination to the Producer's last known address such cause being: violation of any laws or regulation relating to the activities anticipated hereunder; misappropriation or commingling of funds or engaging in fraudulent acts or misrepresenting policy benefits or premiums. Brownstone shall use its discretion in making such termination which shall be in writing.

F. **General Provisions:**

1. Producer agrees to hold Brownstone and its representatives completely harmless from and to reimburse Brownstone for any expense, loss or damage sustained by Brownstone by reason of any act or omission of Producer including but not limited to any material breach of any term, condition, or warranty contained in this Agreement.
2. The failure of Brownstone to insist upon strict compliance with the terms of this Agreement or to exercise any right hereunder shall not constitute waiver of said terms or rights.
3. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral understandings, agreements or promises between them.
4. The Producer agrees to abide by the terms and conditions of this Agreement and any underwriting rules, regulations and instructions.
5. The Producer agrees to abide by all applicable local, state and federal laws and regulation in conducting business under this Agreement.
6. The Producer warrants that it is compliance with U.S. Code Title 18 Chapter 47 Section 1033 in that it does not employ any individual convicted of a criminal felony involving dishonesty or breach of trust.
7. Producer warrants that it will comply with all applicable laws and regulations pertaining to privacy, confidentially and security of information of a non-public nature involving policyholders and applicants for insurance and to limit access to such information to a need to know basis and will not disclose such information to third parties unless authorized to do so.
8. The Producer shall furnish and maintain a surety or bond should one be required by law or should Brownstone require it.
9. Brownstone's forbearance or failure to exercise any rights hereunder or insist upon strict compliance herewith shall not constitute a waiver of any right, condition or obligation of the Producer under this Agreement.
10. The Producer certifies that it is appropriately licensed to be paid commission in connection with this Agreement, including licensure as a firm or corporation, if necessary. The Producer shall provide Brownstone with copies of current licenses for the agency and all agents' it has authorized to solicit business and further agrees to promptly advise Brownstone of renewal or non-renewal of any licenses held.
11. The Producer certifies that it had a current Errors and Omissions coverage and Fidelity policy in such amount satisfactory to Brownstone.
12. The Producer agrees to allow Brownstone full access at reasonable times during business hours to its books and records for the purpose of verifying policies issued or premiums, commissions or fees.
13. The Producer is not currently being disciplined by a regulatory authorized or under investigation by a regulatory authority.
14. Producer has exclusive ownership of their customers and expiration list.

Dated _____

Producer: _____
Producer's License (Type) _____ No. _____

Witness _____

BY: _____
Title: _____
BROWNSTONE INSURANCE AGENCY, INC.

Witness _____

By: _____
Title: _____