



2515 Moody Blvd. • Flagler Beach, FL 32136  
Phone: 386/439-3378 • Fax: 386/439-3376

## **Producer Agreement**

THIS AGREEMENT, executed in duplicate, by and between ECKER INSURANCE & ASSOCIATES, INC. a Florida corporation having its principal office at:  
2515 Moody Blvd., Flagler Beach, Florida 32136

(Hereinafter referred to as the Company)

and \_\_\_\_\_

a (corporation/partnership/sole proprietorship) having its principal office at:

\_\_\_\_\_  
(Hereinafter referred to as the Producer)

WHEREAS, the Producer desires to utilize the services and facilities of the Company in obtaining insurance coverages for Producers' clients; and

WHEREAS, the Company agrees to extend such services and facilities to the Producer subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1) The Producer warrants that it is properly licensed to transact business as an agent or broker in accordance with the insurance laws of the state for states in which the Producer transact such business.
- 2) The Company agrees to allow the Producer commissions on insurance coverage(s) placed by the Producer through the Company in accordance with the rate of commissions stipulated by the Company. In the event that such coverage are canceled or modified (regardless of whether such cancellation or modification is instituted by the insurance company, the insured, legally empowered regulatory offices, a premium finance entity or by any other person), the Producer agrees to

immediately remit to the insured commissions on any return premium at the same rate at which such return premiums are calculated. No insurance contract may be returned to the Company by the Producer for flat cancellation unless it is returned prior to the effective date of contract and agreed to by the insurance company. Earned premium shall be computed and charged on every contract cancelled after the effective date in accordance with the cancellation provisions of such contract unless otherwise prescribed by law.

- 3) The Producer shall guarantee and be liable to the Company for the full amount of premium and applicable state taxes, less the Producer's commission. Such premiums and taxes shall be due by broker to the company thirty days from effective or billing date, whichever is later. However, if market terms dictate, the due date will be upon receipt of invoice of fifteen days from effective date or billing date, whichever is later. If the company is able to successfully return audit premiums as uncollectible, then the Producer is also relieved of further liability on the audit premiums in question.
- 4) If, by stated due date, the Company has not received the amount due, the Company may, at its option, and without waiving any of its other rights, collect from the insured the premium due. In the event the Company collects the premium or any part thereof from the insured, the Producer shall not be entitled to any commission on the premium so collected. Attempts by the Company to collect from the insured shall not relieve the Producer of liability to the Company except to the extent of amounts actually collected by the Company from the insured. The Company reserves the right to cancel or request that the insurer cancel any policies for which premium payments are delinquent.
- 5) The Company shall be entitled to reimbursement for the cost of collection, including reasonable attorney's fees, incurred in an effort to collect unpaid premium from the producer or other persons responsible for payment of the same.
- 6) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 7) While this Agreement is in effect, the Producer will continue to maintain in force errors and omissions insurance coverage for itself and its officers and employees, with an annual policy limit of not less than \$1,000,000, and upon request, will promptly provide our office with evidence of such errors and omissions insurance coverage.

All errors and omissions insurance coverage contemplated under this Section will be issued by insurers with an A.M. Best rating of equal to or greater than A.VII.

- 8) This instrument constitutes the entire Agreement between the parties and supersedes all previous agreements entered into between the parties hereto; and all such previous agreements, whether oral or written, are hereby merged into this instrument.
- 9) This Agreement may be cancelled at any time, by written notice of either party to the other, but said cancellation shall not alter, in any way, the continued application of this Agreement to insurance policies effective prior to the date of such cancellation.
- 10) This Agreement shall be construed under the laws of the State of Florida and producer consents to the jurisdiction in the courts of Florida for any action on this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Company: Ecker Insurance & Associates, Inc.

By: \_\_\_\_\_  
Neal G. Ecker

Title: \_\_\_\_\_  
President

Producer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_