



Insurance Producer's Agreement

Agreement made this _____, between Everglades Underwriters, Inc., hereinafter referred to as "EVERGLADES", and _____ with address on _____, City _____, State _____ hereinafter referred to as the "PRODUCER" and collectively the "PARTIES" as follows:

1. **PRODUCER** warrants and represents it is duly licensed and is qualified to place insurance business under the jurisdiction of the state in which said insurance business originates from.
2. **EVERGLADES** authorizes the **PRODUCER** to receive, **BUT NOT TO ACCEPT OR BIND COVERAGE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE EVERGLADES** proposal for insurance covering such classes of risks as the various companies which **EVERGLADES** places coverage which may, from time to time, authorize to be insured; and to collect and receive premiums on insurance tendered by the **PRODUCER** and accepted by said various insurance companies.
3. **EVERGLADES** agrees to allow **PRODUCER** commissions on insurance coverage effectuated by **EVERGLADES** in accordance with **EVERGLADES** scale of commissions. **PRODUCER** agrees to refund ratably to **EVERGLADES** commissions allowed to **PRODUCER** on all placements that may be cancelled and/or the premiums that may be reduced at the same rate at which such commissions were originally allowed to **PRODUCER**.
4. **PRODUCER** acknowledges that coverage effectuated by **EVERGLADES** at the request of the **PRODUCER** may not be subjected to flat cancellations after the inception date of the policy, and that **PRODUCER** assumes full responsibility for all premiums on policies issued at **PRODUCER'S** request. **PRODUCER** will indemnify **EVERGLADES** for any losses **EVERGLADES** may incur should **PRODUCER** fail in this regard. The **PRODUCER** shall only have the authority expressly granted in this Agreement. The **PRODUCER** further agrees not to make, alter or discharge the insured's policies, make any endorsements on policies, waive forfeitures or quote premium rates other than those published by the insurer.
5. The **PRODUCER** agrees to pay **EVERGLADES** all premiums accruing on insurance written under this Agreement, whether or not collected by the **PRODUCER** from the insured. The **PRODUCER** agrees that all premiums received by the **PRODUCER** shall be held by **PRODUCER** as Trustee for **EVERGLADES** until delivered to **EVERGLADES**, and the privilege, if granted, of taking commissions from the premiums shall not be construed as changing the relationship of the respective parties hereto.
6. The **PRODUCER** agrees and acknowledges that this Agreement contains no authority implied or expressed, to make any representations or warranties on behalf of **EVERGLADES**, or any company represented by **EVERGLADES** or to bond **EVERGLADES**, and or any of the companies represented by **EVERGLADES**, without the prior written approval by **EVERGLADES**. The **PRODUCER** further agrees to hold **EVERGLADES** harmless for losses, damages, legal fees or other expenses sustained as a result of any unauthorized act or omission by **PRODUCER** inclusive of legal fees and such other expenses to **PRODUCER**.
7. The **PRODUCER** shall immediately notify **EVERGLADES** of all claims, losses and suits on insurance policies placed through **EVERGLADES**.
8. The **PRODUCER** shall be free to exercise **PRODUCER'S** own judgment as to the persons or entities from whom **PRODUCER** will solicit insurance and the time and place of such solicitation. **PRODUCER** has the right to select, at **PRODUCER'S** own cost and expense, all facilities, employees, and office locations employed by **PRODUCER** in **PRODUCER'S** own independent business venture. Nothing contained herein shall be construed to create the relationship of employer and employee between

EVERGLADES and the **PRODUCER** and it is expressly understood that **PRODUCER** is an independent contractor and will so inform, where necessary, all insured's for whom **PRODUCER** serves as agent.

9. In the event that **PRODUCER** is a partnership or limited partnership, it is further understood and agreed by the undersigned individuals who are partners or general partners respectively, that all conditions of this Agreement shall be binding upon them jointly and severally in the same manner as the entity named as **PRODUCER**. Should the undersigned cease to be partners or general partners as foreshaid, **PRODUCER** shall give written notice to **EVERGLADES** within (10) TEN business days of such event and shall provide replacement signatories. In the event that **PRODUCER** under this Agreement is a corporation, it is further understood, agreed and guaranteed by the undersigned, individuals or entities which are principal stockholders of said corporation, that all conditions of this agreement shall be binding upon them jointly and severally. The **PRODUCER** shall not assign any right or benefit under this Agreement. **EVERGLADES** reserves the right to amend this Agreement at any time upon (30) THIRTY days written notice to the **PRODUCER**.
10. Nothing in this Agreement shall be construed as limiting or restricting the right of **EVERGLADES** to cancel any policy or policies or contracts of insurance issued under this Agreement, and **EVERGLADES** reserves the right to withdraw authority from the **PRODUCER** to decline or accept any particular risk or class or risk, effective immediately upon so notifying **PRODUCER**.
11. The **PRODUCER** shall not insert any advertisements respecting **EVERGLADES** or any insurance company it may represent in any publications or issue of any circular or paper referring to **EVERGLADES** without the prior written consent of **EVERGLADES**, nor shall **PRODUCER** hold him, her, or itself, out to anyone as the bonafide agent of **EVERGLADES** or any insurance companies with which **EVERGLADES** has a business relationship.
12. In the event of termination of this Agreement, the **PRODUCER** not being in default shall be accountable for the paying over to **EVERGLADES** of all balances not in default for which liable. Any party who breaches any provision of the Agreement the other party may terminate this Agreement immediately. **EVERGLADES** may terminate this Agreement at any time without cause. For any breach by the **PRODUCER** of any rules or regulations promulgated now or in the future by **EVERGLADES** or upon failure of the **PRODUCER** to meet minimum production requirements. Termination of this Agreement by any party shall automatically cancel all appointments between **EVERGLADES** and the **PRODUCER**. This agreement may be terminated immediately by **EVERGLADES** for the violation of any governmental regulation, agencies or law by the **PRODUCER**.
13. The parties to this Agreement agrees that if **EVERGLADES** is required to take any legal action whatsoever against the **PRODUCER** to recover against the **PRODUCER** or against the guarantors, individually, under this Agreement, the **PRODUCER** or guarantor, individually, agrees to pay all attorney's fees and cost incurred in such action brought by **EVERGLADES**.
14. In the event **PRODUCER** actually, or allegedly represents to any client, without proper authority, orally or in writing, insurance coverage with an **EVERGLADES** insurer that , either a new or replacement or renewal policy, has been placed, and thereafter a claim or a suit claiming coverage is made or filed against **EVERGLADES** and/or an insurance company that **EVERGLADES** represents, **PRODUCER** agrees to indemnify and hold harmless **EVERGLADES** and/or insurer of and from any such claim(s), demand(s), suit(s), and/or settlement(s), and/or judgment(s) or liability therefore, including but not limited to all cost of the court, investigations, and all attorney's fees. It is expressly understood that **PRODUCER** may not rely upon the continuation of any custom, practice, or procedure adopted by or in use by **EVERGLADES** which **EVERGLADES** reserves the right to change without notice to the **PRODUCER** of others not party to this Agreement, and evidence of any form of coverage is only valid if in writing in accordance with paragraph (2) TWO hereof.
15. **EVERGLADES** shall not be responsible for the **PRODUCER'S** expenses, such as rentals, transportation facilities, clerk hire, postage, supplies, salaries, advertising, licenses, or any other **PRODUCER** expenses whatsoever.

16. The **PARTIES** expressly agree that all disputes or controversies arising out of the Agreement, its performance, or the breach thereof, shall be resolved by arbitration before the American Arbitration Association (the "Association"). The dispute shall then be arbitrated pursuant to the Commercial Rules of the Association in Miami-Dade County, Florida or such mutually agreeable venue. Any dispute shall be governed by the express terms of this Agreement and otherwise by the laws of the State of Florida, which shall govern the interpretation of the Agreement. The decision of the arbitrator(s) shall be final and conclusive on the **PARTIES** and shall be a bar to any suit, action, or proceeding instituted in any federal, state or local court or before any administrative tribunal, except as otherwise provided herein. Notwithstanding the forgoing, judgment on any award by the arbitrators may be entered in any court of the competent jurisdiction. This arbitration provision shall survive any expiration or termination of the Agreement.

Upon execution, in duplicate, by the President and authorized officer Everglades Underwriters, Inc., this Agreement shall be effective as of the effective date shown on the first page of this Agreement.

EVERGLADES UNDERWRITERS, INC..

Date: _____ Officer: _____

PRODUCER:

Date: _____ Officer: _____
Print Name: _____

Individual:

Date: _____ Signature: _____
Print Name: _____

If Partners:

Date: _____ Partner: _____

Date: _____ Partner: _____