

Agreement between \_\_\_\_\_ a duly licensed Insurance Agent/Broker, hereinafter referred to as "**Producer**" and The Encore Risk Management Group, Inc., D.B.A. MediaPlus Insurance Services, hereinafter referred to as "**MediaPlus**".

**Producer** desires to secure insurance coverage on behalf of his/her clients (the insured) through the facilities provided by **MediaPlus** and **MediaPlus** agrees to make facilities available to **Producer** for placement of such insurance on the terms and conditions specified in this agreement.

**PRODUCER BINDING AUTHORITY:**

**Producer** is authorized to bind new and renewal risks and additional coverage in strict compliance with the corresponding Underwriting Guidelines or other specific written instructions as provided for by **MediaPlus**. **MediaPlus** and/or the insurer(s) affording such coverage reserve the right to reject risks that do not qualify within the scope of Underwriting Guidelines, other specific written instructions as provided for by **MediaPlus** or **Producer** authority. In the event **Producer** issues an unauthorized policy or binder, **Producer** agrees to reimburse **MediaPlus** or the applicable Insurance Company for any expenses incurred because of the unauthorized issuance, including claims for indemnification, claims expense or attorneys' fees incurred by **MediaPlus** or the applicable Insurance Company denying liability or collecting reimbursement.

**PAYMENT OF PREMIUMS:**

**Producer** has the authority to collect premiums. All premiums received by **Producer** shall be held in **Producer's** Trust Account for **MediaPlus** as trustee, until delivered to **MediaPlus**. Premiums must be paid in accordance with the instructions contained in currently published Underwriting Guidelines or other specific written instructions from **MediaPlus**. **Producer** agrees to pay **MediaPlus** all earned premiums, including audits, whether or not the premium was collected from the insured, unless **Producer** notifies **MediaPlus** in writing within thirty (30) days of the due date of such premiums of its inability to collect such premiums. Should **Producer** fail to pay **MediaPlus** any premium, return commission or other moneys when due, **Producer** agrees to bear any collection or other expenses, including reasonable attorney's fees and costs incurred by **MediaPlus** to enforce collection.

**COMMISSIONS:**

**MediaPlus** agrees to pay **Producer** commissions on all paid premiums, exclusive of fees, at the rates specified in the Underwriting Guidelines, rate schedules, bulletins or other information published from time to time with respect to the kind of coverage, class of risk and/or Insurance Company. **Producer** shall refund to **MediaPlus** the commission on cancellations and return premiums at the same rate at which such commissions were originally paid. Should it become necessary for **MediaPlus** to enforce collection of premiums, **Producer** agrees to forfeit all rights to commissions on premiums so collected.

**CANCELLATIONS:**

The parties agree that the insurer(s) and/or **MediaPlus** reserve the right to cancel any policy of Insurance by direct notice to the insured; copy of which shall be sent to **Producer**.

**EXPIRATION NOTICES:**

**MediaPlus** will endeavor to give **Producer** reasonable notice of the expiration of all policies, but failure of **MediaPlus** to provide such notice shall not render **MediaPlus** liable.

**OWNERSHIP OF BUSINESS:**

Both parties to this agreement expressly recognize the independent ownership by **Producer** of the insurance business placed pursuant to this agreement. In the event this agreement is terminated, **Producer** shall retain ownership of the business placed pursuant to this agreement; provided **Producer** is not delinquent for any premium owed to **MediaPlus**.

**ADVERTISING, PRODUCER EXPENSES:**

**Producer** shall submit to **MediaPlus** for approval in writing all advertising, listings or other printed matter of any kind which includes **MediaPlus** or its insurers' names, insignia or rates and wait for approval in writing before any



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publication or dissemination thereof. **MediaPlus** shall have no responsibility whatsoever for any **Producer** expenses.

**LIMITATIONS OF PRODUCER:**

**Producer** has no authority to process or adjust claims and must notify **MediaPlus** or an approved adjuster of claim as soon as possible. No act or statement of **Producer** shall in any way be binding on **MediaPlus** or any insured represented by **MediaPlus**, unless **Producer** shall have received prior written approval from **MediaPlus** to so act or state.

**INDEMNITY:**

**Producer** agrees to indemnify and hold **MediaPlus** harmless from any and all expenses, costs, and attorney or counsel fees; for any cause of action, loss or damage from neglect, fraudulent or unauthorized acts or omissions by **Producer** or its agents, solicitors or employees.

**ERRORS AND OMISSIONS INSURANCE:**

**Producer** agrees to purchase and maintain in force, as long as this agreement is in effect, an Insurance Agent's/Broker's Errors and Omissions policy with an otherwise acceptable financially strong insurer (rated as "A - Excellent" or better or by AM Best) and to provide **MediaPlus** with a certified copy, if requested. The cost of said policy shall be at the expense of **Producer**.

**ASSIGNMENT:**

This agreement and **Producer's** rights under it may not be assigned without the prior written consent of **MediaPlus**.

**PRODUCER'S WARRANTY:**

**Producer** warrants that he/she is properly licensed for the classes of business and the coverage's of insurance to be procured through the facilities of **MediaPlus**.

**TERMINATION:**

This agreement may be terminated at any time by ten (10) days written notice of either party to the other, but said termination shall not alter in any way the continued application of this agreement to insurance policies effected prior to the date of such termination. All supplies furnished to **Producer** by **MediaPlus** shall be promptly returned **MediaPlus** in the event of termination of this agreement.

**PRODUCER INFORMATION:**

Business	Corporation	Partnership
Name:	Proprietorship	Other
Address:	F&C License #	State
	Tax ID or SSN:	
	E&O Insurer:	
	Policy Number	

Executed on this                      day of the month of                      in the City of Birmingham, State of Alabama.

**FOR PRODUCER:**

Name:  
 Title:

Signature:

**FOR MEDIAPLUS:**

William Blake, CIC, CPCU, ARM  
 President, The Encore Risk Management Group, Inc.