



GLOBAL MARINE INSURANCE AGENCY

# GLOBAL MARINE INSURANCE AGENCY PRODUCER AGREEMENT

a division of Specialty Program Group, LLC

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between GLOBAL MARINE INSURANCE AGENCY, of Traverse City, Michigan, (Headquarters) hereinafter called the "Correspondents" and the Agency/Producer, (your agency name)

located at: \_\_\_\_\_

a:  Corporation  Partnership  Sole Proprietor ; hereinafter called the "Producer."

## WITNESSETH

WHEREAS, Correspondent acts as an Insurance Representative of Companies in the placement of insurance and

WHEREAS, Correspondent and Producer desire to enter into an Agreement, which includes a commission arrangement.

NOW, THEREFORE, in consideration of the mutual covenants, hereby acknowledged, it is mutually agreed as follows:

**Section 1. CONDUCT OF PRODUCER.** Producer acknowledges that he or she understands the limitations contained in the Agreement, and that no insurance submitted for consideration is effective until acceptance by Correspondent, verification of which is only to be indicated in writing or electronic format and signed by Correspondent. Producer is not authorized to BIND, CANCEL or make any other changes to any insurance covered by this Agreement, except as authorized above.

Producer shall be liable to correspondent for any loss paid by Correspondent, necessitated by Producers negligence, error or omission, including, but not limited to binding coverage or accepting any risk on behalf of Correspondent.

Producer and Correspondent agree to be properly licensed to transact Property and Casualty insurance business and comply with all Insurance Codes and Regulations in the state of origin (named insured) of contracts of insurance or endorsements written through the Correspondent, and in the state of Producers and Correspondents domicile.

Producer agrees to carry Errors & Omission insurance with limits of at least \$500,000 and provide the Correspondent with a certificate of insurance or declarations page.

Correspondent agrees to carry Errors & Omissions insurance with limits of at least \$1,000,000.

Producer agrees that any and all information regarding rates, premiums or coverages offered through and by Correspondent, including that information procured though [QuoteCommand.com](http://QuoteCommand.com) is and shall remain confidential and the property of Correspondent. It is understood and agreed that QuoteCommand is intellectual property and any rules or processes within in this property will not be shared with third parties, other than for the general purpose of informing others of it's existence.

**Section 2. DEFINITIONS.** Neither the term “Producer” nor anything contained herein, or within the By-laws or Rules or Regulations of the Correspondent shall be construed, as creating the relationship of employer and employee between Correspondent and Producer. Producer shall act only as an independent contractor and is not an agent of Correspondent or of any insurers with whom Correspondent may place a risk at the request of the Producer.

**Section 3. PREMIUMS.** Notwithstanding the inability of Producer to collect from insured, Producer agrees to remit to Correspondent, all premiums, earned premiums, audits and fees billed by Correspondent and shall be liable to Correspondent for such payment upon receipt of Correspondents invoice.

Uncollectible moneys may not be offset by any credits to Producer or by cancellations of policies, i.e.: all policies and their incurred charges are treated individually. All fees and expenses incurred in Producers collection efforts are at Producer's expense.

Correspondent is also a licensed Excess & Surplus lines broker. The maximum commission is 5% and these policies are all agency bill. Correspondent will invoice Producer for the premium, surplus lines fees and taxes. Producer will collect payment from your insured and Correspondent will subsequently pay the proper state agency the surplus lines fees and taxes due along with related reporting requirements.

**Section 4. ACCOUNTING.** If a discrepancy exists in accounting between Correspondent and Producer, it shall be Producers responsibility to notify Correspondent, in writing, of amounts in variance, within fifteen (15) days of receipt of Correspondents statement. If no notice is received within this period, correspondents accounts will stand as correct and agreed to by the Producer.

**Section 5. CANCELLATION.** Correspondent does not and will not under any circumstances permit flat cancellation of any insurance coverage bound and/or written by Correspondent at the request of the Producer. All coverage affected by correspondent at the request of the Producer are subject to PRO-RATE/SHORT-RATE cancellation.

Correspondent reserves the right to unilaterally cancel Correspondent's business that has not been paid for under the above terms and conditions.

**Section 6. CLAIMS & REPORT OF LOSS.** Producer has no authority, either express or implied, to handle claims of risks insured through Correspondent. Knowledge of any claim or loss by Producer shall be transmitted verbally and in writing to Correspondent IMMEDIATELY UPON RECEIPT OR KNOWLEDGE OF. All claims are to be handled by Correspondent.

**Section 7. TERMINATION.** This Agreement may be terminated by either party at any time upon written notice mailed to the last known address of the other party. In the event of termination of this agreement, Producer shall pay all moneys due to Correspondent upon demand.

**Section 8. BINDING EFFECT.** Agreement shall be binding upon and inure to the benefit of Correspondent and Producer and respective heirs, legal representatives, executors, administrators, successors and assigns.

**Section 9. INVALID PROVISION.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**Section 10. GOVERNING LAW.** Agreement shall be subject to and governed by the laws of the State of Michigan.

**Section 11. AMENDMENT AND MODIFICATION.** (a) Agreement constitutes the entire agreement among the parties and contains all of the agreements among the parties with respect to the subject matter hereof. Agreement supersedes all other agreements, either oral or written, among the parties hereto with respect to the subject matter hereof.

(b) No change or modification of Agreement shall be valid unless the same be in writing and signed by Producer and Correspondent. No waiver of any provision of the Agreement shall be valid unless in writing and signed by the person or party against whom charged.

**Section 12. EXPIRATION OWNERSHIP** It is understood and agreed that Producer owns the expirations pursuant to this agreement.

EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201 \_\_\_\_\_

For (agency): \_\_\_\_\_

By (individual): \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name of Signer

It's (title): \_\_\_\_\_

For: GLOBAL MARINE INSURANCE AGENCY

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

It's: Chief Financial Officer – Authorized Signatory

**If you use a desktop email application**, such as Microsoft Outlook, an email message will be created automatically.