



Producer Agreement

Agency Name: _____

Agency Mailing Address: _____

City State Zip: _____

Federal Tax ID Number: _____

Agency NPN: _____

Agency Phone Number: _____

Name of Primary Contact at Agency: _____

Email Address of Primary Contact: _____

This Producer Agreement (the “**Agreement**”) is entered into between the brokerage or agency set forth **above** (“**Producer**”) and J.C. Taylor Insurance (each a “**party**” and collectively the “**parties**”) as of the date of J.C.Taylor’s signature set forth below (the “**Effective Date**”). In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 DUTIES AND PRIVILEGES OF PRODUCER

- 1.1. Subject to the other terms and conditions of this Agreement, J.C.Taylor hereby permits Producer to sell, and act as a nonexclusive agent of record for, certain insurance coverages made available through J.C.Taylor (the “**Subject Business**”) in compliance with all rules established by J.C.Taylor and any applicable insurers or managing general agents. Producer is further authorized to receive and accept applications and premiums for the Subject Business.
- 1.2. Producer is responsible for maintaining appropriate field underwriting practices to ensure acceptable underwriting quality in customer application submissions, and for reporting immediately to J.C.Taylor any occurrence that may result in a loss or claim.
- 1.3. The Primary Contact listed above agrees that he or she will remain as the producer of record on all submissions to J.C.Taylor unless the insured requests a change of producer.
- 1.4. All required documents received or collected by Producer shall be forwarded to J.C.Taylor within twenty (20) days of binding coverage.
- 1.5. Producer acknowledges that it has no binding authority or appointment of any kind in respect of the Subject Business, and that risks submitted to J.C.Taylor by Producer or Producer’s employees are not bound unless and until J.C.Taylor advises in writing that they are bound.

2 REPRESENTATIONS AND WARRANTIES

- 2.1. Producer warrants that it has, and shall maintain during the term of this Agreement, all licenses required to perform under the Agreement, and that it shall comply with all applicable laws required to perform under the Agreement.
- 2.2. Producer warrants and represents that it has in force Errors & Omissions insurance coverage with a limit per occurrence of at least one million dollars (\$1,000,000). Producer further agrees that such Errors & Omission coverage will remain in force so long as the Subject Business remains in force.

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COMMISSIONS

- 3.1. J.C.Taylor agrees to allow Producer a commission on business submitted through J.C.Taylor as reflected in the applicable exhibits, addendums, and/or schedules made a part of this Agreement.
- 3.2. Producer agrees to refund to J.C.Taylor any unearned commissions on business placed with J.C.Taylor at the same commission level as was originally received by the Producer.

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TERM AND TERMINATION

- 4.1. The term of this Agreement commences on the Effective Date and continues for one (1) year, at which time the Agreement will automatically renew for additional successive one (1) year terms unless J.C.Taylor provides written notice of nonrenewal to Producer prior to the expiration of the then-current term.
- 4.2. This Agreement may be terminated by either party, without cause, upon written notice to the other, mailed or delivered, not less than thirty (30) days in advance of the effective date of termination, subject to any provision of law requiring longer notice.
- 4.3. This Agreement shall terminate immediately upon either party giving notice to the other in the event of abandonment, insolvency, bankruptcy, or gross or willful misconduct on the part of such other party.
- 4.4. In the event of the sale or transfer of the Producer's business, this agreement shall automatically terminate, effective on the date of sale or transfer, unless prior written consent is obtained from J.C.Taylor.
- 4.5. In the event of termination by either party, the outstanding unexpired Subject Business shall continue in force, subject to J.C.Taylor's normal underwriting standards. J.C.Taylor and Producer shall continue to comply with the terms of this Agreement to ensure the orderly servicing of the Subject Business until its expiration or termination.

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HOLD HARMLESS

- 5.1. Producer will indemnify and hold harmless J.C.Taylor and its directors, officers, and employees from any and all claims, suits, damages, and all other costs and fees (including attorney's fees and expenses) arising out of or resulting from: Producer's breach of this Agreement, any misrepresentation by Producer relating directly or indirectly to policies written by Producer, and any error or omission by Producer relating to the Subject Business. Producer will immediately notify J.C.Taylor regarding any notice of action relating to any of the liabilities referenced in this Section.
- 5.2. Producer agrees that it is responsible for the acts or omissions of any employee or other person associated with Producer, as though such acts or omissions were the Producer's.

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GOVERNING LAW & CONFORMITY TO STATUTE

- 6.1. The provisions of this Agreement are to be construed in accordance with the laws of the Producer's state.
- 6.2. Suits against J.C.Taylor may only be brought in the Producer's domicile state.
- 6.3. Should any provision in this Agreement be deemed to be in conflict with state or local laws or regulations, such provision is hereby amended to conform to said law or regulation, without abrogating the remainder of this Agreement.

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MISCELLANEOUS

- 7.1. This Agreement supersedes any and all previous Agreements, including Amendments thereto, whether oral or written, between J.C.Taylor and Producer.
- 7.2. J.C.Taylor may unilaterally amend this Agreement, and any exhibits, addendums, or schedules attached hereto, by notifying Producer in writing of the amendment, or by any

other reasonable notification method. In such cases, Producer may obtain the most recent version of this Agreement by requesting a copy. Continued submission of Subject Business to J.C.Taylor following notice of amendment constitutes acceptance of any such amendment.

- 7.3. Producer may not sell or assign, nor extend to the benefit of any of Producer's successors, any interest under this Agreement without the prior written consent of J.C. Taylor (which consent will not be unreasonably withheld).
- 7.4. J.C. Taylor's failure to insist on strict compliance with this Agreement, or to exercise any right under it, shall not be a waiver of said rights.

IN WITNESS WHEREOF, the parties hereto have made this Agreement effective as of the Effective Date, as defined in the Agreement.

J.C. Taylor's Authorized Signature: _____

Title: Sr. Vice President, Collector Vehicles

Date: _____

PRODUCER'S AUTHORIZED SIGNATURE

If signing this Agreement electronically, I AGREE to enter into this Agreement electronically via the Internet. I consent to be notified by email at the indicated email address regarding this Agreement. I acknowledge that whenever my signature or consent is required in connection with this Agreement, my electronic signature or consent shall be deemed to be sufficient and acceptable under any applicable state or federal electronic signature or transaction regulations, and such electronic signature or consent shall constitute my actual acceptance of the terms that I agree to.

Producer's Authorized Signature

(If signing electronically, please type the full name of person authorized to sign on behalf of the agency/brokerage)

Title: _____

Date: _____

To submit this agreement, simply email this completed form to us with a copy of the following documents:

- 1. Current E&O declarations page**
- 2. Current agency resident license**
- 3. Any additional non-resident license(s)**
- 4. Completed W9 form**
- 5. Completed direct deposit form**



Exhibit A Commissions

COMMISSIONS SCHEDULE

- J.C. Taylor Insurance shall pay the producer 10% commission on all new business accepted and paid to J.C. Taylor.
 - J.C. Taylor Insurance shall pay the producer 10% commission on all renewal offers paid to J.C. Taylor. These conditions shall remain unchanged unless modified by J.C. Taylor Insurance in writing.
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Direct Deposit Registration Form

Get commission quicker and easier by signing up for Direct Deposit today:

1. It's fast. No need to wait for the mail or stand in line at the bank!
2. It's safe and reliable. You will receive a monthly email when the deposit has been made.
3. It's environmentally friendly.

To sign up for Direct Deposit of commissions, complete and email the Automated Clearing House (ACH)

4. Authorization Agreement to: producerupdate@jctaylor.com



Automated Clearing House (ACH) Authorization Form

To sign up for Direct Deposit of commissions, complete and email the Automated Clearing House (ACH) Authorization Agreement to: producerupdate@jctaylor.com

Producer Code: _____

Receiving Bank Name: _____

Bank's City, State, and Zip Code: _____

Account Type (Select One): Checking Savings

Name on Account: _____

Account Number: _____

ABA Routing Transit Number: _____

Email Address for Direct Deposit Notification: _____

Please provide a name associated to the Email Address: _____

(i.e. "Accounting Team", "John Smith", or "General Email")

By signing below, you acknowledge and agree to the following terms:

I authorize J.C. Taylor Insurance to initiate commission deposits to my account at the financial institution indicated above. I understand this authorization is to remain in full force and effect until J.C. Taylor Insurance has received written notification from me of its termination in such time and in such manner as to afford them a reasonable opportunity to act on it. Return commission charges will result in an automatic debit to Producer's ACH account. If return commissions exceed commission due the Producer in any month, the difference must be remitted to J.C. Taylor via ACH, authority herein given. Please note, if the direct deposit fails, a paper check will be mailed unless we get updated banking information within 30 days of issuance.

I agree to enter into this Automated Clearing House Authorization Agreement electronically via the Internet. I consent to be notified by email at the indicated email address regarding this agreement.

I acknowledge that whenever my signature or consent is required in connection with this agreement, my electronic signature or consent shall be deemed to be sufficient and acceptable under any applicable state or federal electronic signature or transaction regulations, and such electronic signature or consent shall constitute my actual acceptance of the terms that I agree to.

Signature: _____

Date: _____

Note:

Please contact J.C. Taylor Insurance if the above information changes at any time.

You can email us at producerupdate@jctaylor.com, fax to 610-853-3823, or call 800-345-8290

