

Sign and Return

**PRODUCER AGREEMENT**

This agreement is entered into by and between King Insurance Support Systems,

Inc., Program Administrator (PA) and \_\_\_\_\_

With its principal office located in: \_\_\_\_\_, CA.

Whereas the Producer desires to offer insurance applications to PA and PA desires to accept such proposals; now, therefore, the Producer and PA agree to be bound **by** the following terms:



**Phone**  
**(800) 488-4096**  
**Fax**  
**(949) 488-2259**

[www.kinginsuranceca.com](http://www.kinginsuranceca.com)

Lic#OB91471

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**Appointment and Authority**

1. PA authorizes Producer to accept application and/or premium for insurance on the types and classes of risks permitted **by** the PA.
  - A. The Producer shall be liable to PA for any loss suffered by the PA where the Producer binds a risk beyond Company's authority.
  - B. The Producer shall be subject to the Company's binding authority.
  - C. No binder or policy shall become effective unless the Company has agreed to accept and bind such risk and the proper premium has been collected.
  - D. Policy applications cannot be effective unless mailed or transmitted via fax to the PA within 72 hours of application.
  - E. Should funds remitted for the payment of premium be returned as non-negotiable after the bound effective date of the policy, and for any reason, the policy shall be considered rescinded; the minimum fully earned policy fee shall become the responsibility of the Producer. Any such fees shall be deducted from the Producer's commissions.
  - F. Producer agrees that Errors and Omission coverage shall remain in force during the term of this agreement. Evidence of this coverage shall be provided on an annual basis. Policy Limits shall be no less than \$1 mil with a company maintaining a minimum rating of "A-"VIII with A.M Best.
2. Licensing: The Producer shall have prior written approval from and shall at all times during this agreement be validly licensed by the California Department of Insurance to transact insurance as contemplated by this agreement for the respective classes of business authorized in this agreement. Any action taken by Producer to bind coverage prior to such licensing shall be voidable at the election of PA.
3. Producer further indemnifies PA against any and all loss or liability resulting from the acts of Producer in violation of any state licensing provisions.
4. All coverages bound by the Producer must be in accordance with established procedures that have been agreed upon by the parties. Any exception to the binding authority must be agreed to and in writing between the Producer and the PA in advance.
5. No binder or policy shall become effective until it has been properly completed according to all procedural and underwriting guidelines and the proper premium has been collected.
6. Producer shall have no authority to waive any term or return commission at the same rate on any premiums, including return premiums on cancellations processed by the PA or Company.
7. The PA expressly recognizes the ownership interest of the Producer of the insurance business covered by this agreement; however, in the event it is necessary for the PA to cancel this agreement for willful violation of any terms and conditions of this agreement by the Producer, the Producer agrees to relinquish all rights or claim to subsequent commissions.
8. Producer acts as an independent contractor in soliciting insurance for PA. Producer shall manage his own time and nothing in this agreement is meant to create the relationship of employer/employee between the PA and the producer. PA shall in no way be responsible for the producer's expenses. Nothing in this agreement shall be construed as limiting and restricting the right of the PA to cancel any policy or policies or contracts of insurance issued under this agreement.

8. The Producer shall not insert any advertisements representing the PA in any publication or issue any circular or paper referring to the PA without the consent of the PA first obtained in writing.
9. The Producer agrees to cooperate fully with the PA to facilitate the investigation and adjustment of any claim when requested by the PA, and under any such rules and regulations as may be agreed upon from time to time.
10. This agreement may be canceled at any time, by either of the parties, by the giving of written notice to the other. It is agreed that any return premiums owed by commissions due will continue to be repaid, even if this agreement has been canceled.
11. The PA has the right to terminate this agreement automatically if any public authority cancels or refuses to renew the Producers license, or if the Producer files for any of the provisions of the Federal Bankruptcy provisions or becomes insolvent. This agreement may automatically terminate when the Producer makes any fraudulent or willful misrepresentations to the PA or any policyholder, or materially violates any part of this agreement. If the Producer does not pay any

monies owed as provided for in this agreement, all records, title to policies and renewal commissions shall become property of the PA to be used as an offset until such sums have been paid in full.

12. The Producer may not assign this agreement.
13. If any part of this agreement differs from the law or insurance regulation of the state in which this agreement is to be performed, and is not upheld, the remaining parts will still continue to be in full force and effect.
14. This agreement is made in good faith and supercedes all previous agreements, whether written or oral, between the PA and the Producer.
15. Any dispute between the parties of this agreement, if not resolved, must be settled by submitting to arbitration. Each party shall bear equally such costs of arbitration.
16. in the event that suit is commenced, the prevailing party in the litigation shall be entitled to collect reasonable attorney's fees and associated costs of such lawsuit.
17. This Agreement shall be construed under the laws of the State of California.

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The PA and the Broker have caused this agreement to be executed on

this \_\_\_\_\_ day of, \_\_\_\_\_ 2 \_\_\_\_\_

BY: \_\_\_\_\_  
Program Administrator

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Producer/Principal

Date \_\_\_\_\_

Agency \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Fed.Tax ID# \_\_\_\_\_

### COMMISSION ADDENDUM

American Reliable Insurance Company - Mobile Home: New Business/Renewal 15%

Lexington Insurance Company - Homeowner: New Business/Renewal 10%

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**31381 Rancho Viejo Road, Ste 100.San Juan Capistrano,CA 92675**