

**Texas Specialty Underwriters, Inc.**  
**PRODUCER AGREEMENT**

This agreement is made between Texas Specialty Underwriters, Inc. a managing general agency and surplus lines broker licensed in the states of: **ALABAMA, ARKANSAS, LOUISIANA, MISSISSIPPI, NEW MEXICO, OKLAHOMA & TEXAS** hereinafter, called the "**COMPANY**" and \_\_\_\_\_, a general lines property and casualty agent and/or agency hereinafter referred to as "**PRODUCER.**"

**WITNESSETH THAT:**

As full consideration for its sales efforts, the "**COMPANY**" shall pay the "**PRODUCER**" a commission based on net premiums of insurance policies tendered by the "**PRODUCER**" and accepted by the "**COMPANY.**" It is understood and agreed a deduction shall be made for policy cancellations and "**PRODUCER**" will be responsible for paying back unearned premium and unearned commissions to the "**COMPANY.**" It is also understood and agreed that no commission is to be paid on surplus lines tax, stamping fees or policy fees.

The "**PRODUCER**" shall be responsible for payment of premiums due the "**COMPANY**" on insurance placed with the "**COMPANY**" by the "**PRODUCER**" and the "**PRODUCER**" shall remit same to the "**COMPANY**" as hereinafter provided. "**PRODUCER**" is responsible for remitting premium due to the "**COMPANY**" regardless or not "**PRODUCER**" has collected from the insured policy holder.

The "**PRODUCER**" agrees to remit to the "**COMPANY**" the premiums due the "**COMPANY**" upon the receipt of a remittance statement prepared by the "**COMPANY.**" Payments are due and are to be received in the office of the "**COMPANY**" at the address stated thereon by the fifteenth (**15th**) of the month immediately following the issuance of each remittance statement. It is agreed and understood some insurance carriers require the gross premium to be paid in full and no commission is to be withheld. In these cases, an invoice will be sent to the "**PRODUCER**" immediately upon binding the account and is due within five (**5**) banking days. It is also understood and agreed, some insurance companies represented by "**COMPANY**" will not bind an account until payment is received in full and "**PRODUCER**" must remit the total premium to the "**COMPANY**" and the account will be bound upon the issuing insurance company's receipt of the premium from "**COMPANY.**"

All policies, endorsements and cancellation notices shall be issued by the "**COMPANY**" the "**COMPANY**" having the exclusive right to issue the same. The "**PRODUCER**" shall not bind the "**COMPANY**" on any policy of insurance without prior written consent of an authorized officer of the "**COMPANY.**"

The "**COMPANY**" retains full responsibility for the investigation and settlement of all claims. The "**PRODUCER**" shall immediately contact the "**COMPANY**", in writing, and forward all pertinent details in the event that it receives any claims notification. The "**PRODUCER**" shall retain and furnish to the "**COMPANY**" copies of all such notices and correspondence relating thereto, whether to the "**COMPANY**" or others.

The agreement is made for an unlimited period, and it may be terminated by either party upon thirty (**30**) days written notice to the other. In the event of termination of this Agreement the "**PRODUCER**" shall promptly account for and pay all balances due the "**COMPANY.**"

It is agreed that neither party shall have a claim upon the other for loss prospective profits or damage to business arising solely from the termination of the agreement. If the "**PRODUCER**" has accounted for and has made payment of all amounts due the "**COMPANY**" and continues to do so, the "**PRODUCER**" s records and expirations shall remain the property of the "**PRODUCER**" and shall be left in his or her possession. Otherwise, the records and the use and control of all expirations of the business placed with

the "COMPANY" shall be vested in the "COMPANY" or said use of disposal as it deems fit to reduce the amount of indebtedness. The "PRODUCER" shall remain liable for any amount by which the indebtedness exceeds the sum received by the "COMPANY" plus expenses incurred in disposing of such records of expirations.

The "COMPANY" shall have no right or control over the "PRODUCER" as to the time, means, or manner of the "PRODUCER" s conduct of its business. Nothing herein shall create the relationship of employer and employee, principal and agent or master and servant between the "COMPANY" and the "PRODUCER", it being understood and agreed that the "PRODUCER" is an independent contractor with rights and powers such and is not an agent, servant or employee of the "COMPANY."

It is agreed that the "PRODUCER" has no authority, express or implied, to make any representation or warranty on behalf of the "COMPANY" or to bind the "COMPANY" to any agreement except to the extent such authority is herein specifically granted or is hereinafter granted by instrument in writing signed by an authorized officer of the "COMPANY." The "PRODUCER" agrees to completely indemnify and hold harmless the for any loss damage, attorney's fees and expense the "COMPANY" may sustain or incur in whole or in part as a result of any unauthorized acts or omissions of the "PRODUCER."

The waiver by the "COMPANY" of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this agreement.

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The place of payment and performance of all payment to be made and obligations to be performed hereunder by the "PRODUCER" is agreed to be Rockwall, Rockwall County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

This Agreement supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

READ, AGREED AND EXECUTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PRODUCER'S Typed Name:

Texas Specialty Underwriters, Inc.

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PRODUCER'S Signature

Authorized Representative