

Texas Specialty Underwriters, Inc.

AGREEMENT

This agreement is made between Texas Specialty Underwriters, Inc. a Managing General Agency licensed in the State of Texas, hereinafter called the "Company" and _____ a Local Recording Agent duly licensed in the State of Texas hereinafter referred to as "Producer."

WITNESSETH THAT:

I.

As full consideration for its sales efforts, the Company shall pay the "Producer" a total commission of ten percent (10%) of premiums applicable to insurance tendered by the "Producer" and accepted by the Company on insurance policies written through the "Producer" provided that a deduction shall be made for any policy cancellations,

II.

It is understood and agreed that no commission is to be paid on tax or on policy fees.

III.

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.

IV.

The Producer agrees to remit to the Company the premiums due the Company upon the submission 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.

V.

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.

VI.

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.

VII.

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 of 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 for 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.

VIII.

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.

IX.

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 Company 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.

X.

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.

XI.

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 payments to be made and obligations to be performed hereunder by the Producer is agreed to be Rockwall, Rockwall County, Texas.

XII.

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.

XIII.

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 _____, 19 _____

PRODUCER'S SIGNATURE

TEXAS SPECIALTY UNDERWRITERS, INC.
