



PRODUCER'S AGREEMENT

This Agreement is made and entered into by and between:

_____ of _____, _____ ("Producer")

and **ProLawyer Insurance, LLC** ("PROLAWYER") of Newtown, PA.

WHEREAS, the Producer desires to place insurance business through PROLAWYER and PROLAWYER desires to place insurance accounts of Producer; NOW THEREFORE, in exchange for the mutual considerations contained herein, Producer and PROLAWYER agree as follows:

I. ACCOUNT PLACEMENT

Producer may submit accounts to PROLAWYER for placement with insurance companies. Producer acknowledges that PROLAWYER does not guarantee that it will place any account with an insurance company and that all accounts shall be subject to all applicable underwriting guidelines.

II. PREMIUM REMITTANCES

Producer will pay to PROLAWYER, at its principal place of business, the balance due on any certificates, policies or other balances related to any insurance placed by Producer through PROLAWYER, prior to binding coverage.

Producer acknowledges that it, not the respective insureds, is responsible for payment to PROLAWYER and agrees to pay PROLAWYER, in accordance with the terms of this Agreement, whether or not Producer has received payment by the respective insureds. In the event Producer has not paid PROLAWYER any balance due, when due, PROLAWYER reserves the right to cancel any insurance coverages in effect related to any or all accounts with outstanding balances due from Producer.

Additionally, PROLAWYER shall be entitled to recover from Producer any and all costs incurred by it, including but not limited to attorney's fees, in its effort to collect any balances due from Producer.

Producer agrees that to the extent it collects premiums from insureds prior to remittance of same to PROLAWYER, it will hold such moneys in a fiduciary capacity until the remittance of such funds to PROLAWYER.

III. COMMISSIONS

Producer shall be entitled to a commission on all insurance accounts placed with PROLAWYER in such amount as shall be mutually agreed between PROLAWYER and Producer. PROLAWYER shall remit commission to Producer after receipt of such commissions by PROLAWYER unless otherwise defined by PROLAWYER. Producer shall be obligated to pay and return commissions at the same rate as originally agreed, regardless of the nature of the premium item giving rise to the return premium.

IV. PRODUCER'S REPRESENTATION

Producer represents and warrants that it holds all applicable licenses to conduct the business which is the subject of this Agreement and agrees that it will conduct such business in full accordance with the applicable state laws.

Producer shall not bind PROLAWYER or any insurer represented by PROLAWYER on any insurance coverage which is subject of this Agreement without the expressed written consent of PROLAWYER.

Producer agrees that it will not place any advertisement, make any promotion or distribute any materials utilizing the name of PROLAWYER without the expressed written consent of PROLAWYER.

Producer agrees that it is an independent contractor with respect to this Agreement.



Producer acknowledges that PROLAWYER's contracts and relationships with insurance companies are unique and valuable assets of PROLAWYER. Accordingly, Producer agrees that once Producer has written business with a particular insurance market that, with respect to that market, Producer will continue to use PROLAWYER for the placement of similar coverages and accounts.

V. INDEMNIFICATION

Producer warrants that is has Errors & Omissions Insurance coverage in full force and effect up to a minimum limit of \$1,000,000 and will immediately notify PROLAWYER if such coverage shall terminate or, in any way, become ineffective for the business conducted by this Agreement. Producer agrees to furnish PROLAWYER evidence of such coverage upon PROLAWYER's request.

VI. TERMINATION

This Agreement may be canceled by either party without cause, such cancellation to be effective (I) immediately upon receipt of written notice, in the event Producer has not complied with the provisions of Section I of this Agreement; or (II) 90 days following receipt of written notice if for any other reason. The responsibilities of Producer with respect to Sections I, II, III, IV, and V of this Agreement, as such Sections relate to any business placed under this Agreement shall survive the termination of the Agreement.

VII. OTHER PROVISIONS

Producer shall promptly reimburse PROLAWYER any fines or penalties or other amounts levied by a governmental agency or Surplus Lines Association as a result of Producer's failure to remit proper taxes and fees.

This Agreement shall not be assigned or transferred without the expressed written consent of Producer and PROLAWYER.

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to any applicable conflicts of law. Producer agrees that any legal action by PROLAWYER against Producer to enforce the terms of this Agreement may be brought in the State of Pennsylvania and Producer hereby agrees to submit to the jurisdiction of the Pennsylvania Courts and agrees that venue shall properly be Bucks County, Pennsylvania.

VIII. EXECUTION

Execution of this Agreement constitutes full agreement and understanding between the parties with each of the sections above. Proper execution requires that if the Producer is doing business as an individual, he must personally sign the agreement in his own name and not in his name as an Agent. If the Producer is a co-partnership, this Agreement must be executed by the firm and by each member thereof in his individual capacity. If the Producer is a Corporation, the Agreement must be executed by an authorized Corporate Officer.

IX. ELECTRONIC MAIL

Producer agrees that PROLAWYER may provide information and materials to Producer by electronic mail unless the agency elects not to receive. Do not send electronic mail

This Agreement may be amended only by written agreement of both Producer and PROLAWYER.

This Agreement is effective this _____ day of _____, 20____.

Producer, _____

ProLawyer Insurance, LLC

By: _____

By: _____

Title: _____

Title: _____