



PRODUCER PREMIUM AGREEMENT

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1. **This agreement is made and entered into between:**

Name of Firm: _____

Address: _____

- Corporation
- Partnership
- Individual

hereinafter referred to as the "PRODUCER", and Western Security Surplus Insurance Brokers, Inc., hereinafter referred to as the "BROKERS". Each party to this agreement is an Independent Contractor and shall be responsible for the sole control of each party's own personnel, expenses, taxes, office management and operations.

2. Producer warrants to Brokers that Producer is properly licensed to transact business as an agent or broker in accordance with the provisions of insurance laws of any state in which Producer transacts business, and will provide evidence, if requested by Brokers, of license(s) as an agent/or broker for those state(s). The Producer shall maintain in full force and effect Errors and Omissions insurance with a carrier acceptable to Brokers with limits of no less that \$1,000,000. A copy of the policy or certificate of insurance shall be furnished to Brokers.
3. In consideration of the acceptance of insurance Applications and Binding Requests from the Producer by Brokers, it is agreed that Producer will pay to Brokers at Pasadena, California on or before the date specified on the invoice, the entire balance due on all certificates and/or policies arranged by Brokers, including all Audits and Endorsements, unless accepted for direct collection by Insurer ("Company"). If the Producer does not pay Brokers within the time specified, then Brokers are authorized to cancel all certificates or policies for which they have not been paid, and the Producer agrees to pay the earned premium on such canceled documents. The Producer also agrees to refund commission on all return premiums at the same rate at which such commissions were originally retained. No flat cancellations are allowed unless authorized by the company. Any credit extended to the insured shall be the sole risk and responsibility of the Producer.
4. No authority is given or implied in this agreement from Brokers to the Producer to bind coverage or make any changes in the terms or conditions of any policy obtained through Brokers, including issuing Certificates of Insurance. Producer has no authority to investigate or settle claims, but must notify Brokers immediately in writing upon receipt of a claim. The Producer agrees to have proper certification and follow the Claims Regulations set forth by the California Department of Insurance, or the Department of Insurance of the state in which the producer is licensed to transact business.
5. Brokers assume no responsibility toward any policyholder or Producer with regard to the adequacy, amount or form of coverage obtained through Brokers. In the event an unauthorized or inaccurate binder, certificate or notice of any kind is issued by the Producer, and Brokers and/or any Company suffers any loss, cost, expense, damages, judgments, settlements, fines or penalties ("losses"), Producer shall indemnify, hold harmless and defend Brokers and/or the Company against any losses incurred by the Company or by Brokers resulting from said unauthorized binder, certificate, notice, error or omission. Broker has no obligation to provide Producer with advance notice of expiration of any policies of insurance that Producer has obtained through Brokers.
6. Brokers shall indemnify and hold harmless Producer from and against any claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from Broker's errors or omissions, but only to the extent that said claim, damage, loss and expense is due in whole or part by the negligent acts or omissions of Brokers.
7. Western Security Surplus Insurance Brokers, Inc. and its companies hereby expressly authorize the Producer to deposit in banks insured by the Federal Deposit Insurance Corporation and in savings and loans associations insured by the Federal Savings and Loan Insurance Corporation, under certificates of deposit or savings accounts, any and all premium funds collected by the Producer for and on behalf of Western Security Surplus Insurance Brokers, Inc. and Companies, and held in trust as provided in the California Insurance Code, or the appropriate regulation of the states in which the producer is licensed to transact business. The interest, if any, which accrues on said funds shall belong to the Producer, if not prohibited by law.



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8. This Agreement between _____ and Western Security Surplus Insurance Brokers, Inc. supersedes the previous Premium Agreement or any agreement Producer may have with Brokers, and shall apply to policies in force at the date hereof and all future policies, which may be placed by Brokers for Producer. This agreement may be terminated by either party upon thirty (30) days prior written notice.

9. CREDIT TERMS

- 25% deposit plus all taxes and fees required to bind coverage, unless otherwise stated on the invoice.
- An invoice will accompany each policy and premium endorsement. Payment is required by invoice. Monthly statements are provided as a courtesy only.
- Balance normally due 30 days from effective date of coverage. These terms may vary depending upon the payment terms of each insurance company, and will be shown on the invoice.
- If you are involved with premium financing on a Policy, please make sure that you fulfill all paperwork requirements so that our payment terms are met.
- In line with our credit terms, cancellation notices for non-payment will be forwarded to the Insured if WSS has not received payment in full by the due date. As a courtesy, ITC notices may be provided as a reminder of payments due to WSS.
- Please be advised that once a Policy is canceled for non-payment of premium, the Policy may be reinstated only at the direction of the insurance company.
- Various Policies carry minimum earned premiums and fully earned fees that are required to be disclosed to the insureds.
- Premiums billed for Final Audits are required to be paid by WSS's invoice due date.
- Past due items are subject to a monthly interest rate charge of 11/2% of the unpaid balance.

PRODUCERS LICENSE NUMBER _____	EXPIRATION DATE _____	STATE _____
ERRORS & OMISSIONS INSURANCE CARRIER _____		
LIMITS _____	POLICY NO. _____	EXPIRATION DATE _____
SOCIAL SECURITY OR TAXPAYERS ID NUMBER _____		

This Agreement is effective this ____ day of _____ 20____. Producer warrants that it will act in accordance with applicable state and federal privacy laws. Producer further expressly gives permission to Brokers to provide various marketing information and materials from time to time, including facsimiles and electronic mail, sent to Producer's place of business. If you do not wish to receive these materials, you agree to notify Brokers in writing at the location listed at the bottom of this agreement.

BY _____
Signature of Agency Principal

Western Security Surplus Insurance Brokers, Inc.

TITLE _____

TITLE _____