

Sports and Fitness Insurance Corporation

214 Key Drive, Suite 2000
Madison, MS 39110

Post Office Box 1967
Madison, MS 39130

Telephone (601) 898-8464 or (800) 844-0536



PRODUCER'S AGREEMENT

Agreement made between Sports and Fitness Insurance Corporation (hereinafter "SFIC") and _____
_____ (hereinafter "Producer").

In consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SFIC has agreements with certain insurers (including risk retention groups) to underwrite insurance contracts on their behalf or to submit applications to them for consideration.
2. Producer represents and warrants Producer holds all necessary licenses and permits for the conduct of its business, including all business conducted by SFIC, with proper authority to accept and market insurance submissions in the following state(s) of _____. Producer agrees to maintain all such licenses and permits at its expense for as long as necessary to accomplish the purposes of this Agreement.
3. The Producer may submit applications for insurance to SFIC for consideration. No insurance is ever bound except in writing by SFIC or when a policy number is assigned by SFIC, whichever is first in time.
4. NO AUTHORITY IS GRANTED THE PRODUCER TO BIND SFIC, NOR THOSE INSURERS REPRESENTED BY SFIC, ON ANY INSURANCE CONTRACT or any related matter. Producer shall have no authority to alter or waive any policy provision, extend the time for payment of premiums, or commit SFIC or the Insurer with respect to any claim or any related matter. Producer shall indemnify and hold harmless SFIC and any Insurer against all costs resulting from unauthorized transactions by Producer under this Agreement.
5. Unless agreed upon in writing by SFIC, no authority is granted the Producer to issue Binders or Certificates of Insurance. SFIC will issue all Binders and Certificates in a timely fashion to Producer once coverage is considered bound pursuant to the terms of this Agreement.
6. Producer understands and agrees they are neither an agent nor a representative of SFIC except as may be explicitly provided herein.
7. The Parties agree that, once the Producer has requested SFIC to bind or effect coverage and such coverage has, in fact, been bound or effected, such coverage shall not be cancelled flat (i.e., without notice) and Producer shall use good faith efforts to maintain in effect such coverage and renewals thereof. Nothing in this Agreement shall be construed as limiting or restricting the right of SFIC or the Insurer to cancel any policy of insurance issued under this Agreement for non-payment, or in accordance with the provisions of the policy, the provisions of applicable law, or by the mutual written agreement of SFIC and Producer.
8. Producer is responsible to SFIC and will immediately remit to SFIC when due, all premiums, audits, fees or other monies, less Producer's commission, ON INSURANCE PUT INTO EFFECT AT THE REQUEST OF THE PRODUCER WHETHER COLLECTIBLE BY THE PRODUCER OR NOT. All invoices or statements will be submitted by SFIC to the Producer, net of Producer's commission. This obligation also applies to additional premiums due on endorsements and absolute minimum fully earned premiums when quoted by SFIC prior to binding.
9. SFIC shall not be responsible for Producer's expense of any kind or description. Producer shall not incur any obligation or indebtedness on behalf of SFIC for any purpose and Producer shall be responsible for and shall indemnify and hold harmless SFIC against all of Producer's expenses.

10. This Agreement is subject to, and Producer shall transact all business with SFIC in accordance with, all applicable laws and regulations. Producer further warrants that they are properly licensed in each state they are conducting business with SFIC
11. Producer is an independent contractor and not an employee of SFIC or any insurer which issues policies in conjunction with this Agreement.
12. Producer will cause all claims to be reported promptly to SFIC, Post Office Box 1331, Madison, Mississippi 39130. Telephone (601) 898-8464, Fax (601) 853-6141. Producer shall have no authority to commit SFIC or the Insurer or to adjust any claims.
13. Producer will do no advertising or publicity respecting SFIC or any insurer represented by SFIC without the prior consent and approval of SFIC. Producer shall use any intellectual property of SFIC only in accordance written with the requirements of SFIC, and shall not acquire any ownership interest therein.
14. SFIC reserves the right to refuse any applications referred by Producer and to decline, to accept, or renew any risk.
15. This Agreement shall not be amended except in writing by mutual agreement of the parties.
16. This contract, its provisions and terms shall be construed under the laws of the State of Mississippi. Producer submits to personal jurisdiction in the State of Mississippi and agrees that venue shall be proper in any court of general jurisdiction in the State of Mississippi. At the option of SFIC, any dispute related to this Agreement shall be submitted to arbitration for resolution. Any such arbitration shall be conducted in the Jackson, Mississippi metropolitan area and in accordance with the applicable Rules of the American Arbitration Association, although such proceedings need not be administered by the Association unless the parties are unable to agree on an administrator.
17. In the event of default hereunder, the defaulting party shall be obligated to pay all costs incurred by the non-defaulting party in enforcing this Agreement or obtaining the benefits hereunder including attorney's fees and costs of collection, whether by suit or otherwise. In the event of failure to timely remit any monies due SFIC, SFIC shall be entitled to the maximum interest allowed by law, with interest calculated from the 11th day after the respective policy's inception date until payment is remitted SFIC in full. Additionally, any payment which is received by SFIC more than 30 days past the due date shall be subject to a late fee of \$75.00 for each month (or partial month) the payment is late.
18. This Agreement may be terminated at any time by SFIC acting directly or through the Insurer, upon written notice sent via certified mail to Producer at the address given below. Such termination shall not relieve Producer of any obligations or liability hereunder.
19. Producer warrants that they have Errors and Omissions insurance coverage in effect with limits of no less than \$1,000,000/\$1,000,000, and further warrants SFIC will be notified within 30 days of their insurance being cancelled or non-renewed. **Producer has attached a declaration page for such E&O insurance hereto.**
20. Producer understands and agrees that any policy issued on a non-admitted/surplus lines basis, will require the Producer (not SFIC) to comply with all state reporting and payment of taxes. Producer further understands and agrees that any policy(s) issued outside the Producer's state of residence require the Producer to have a non-resident license and may require the Producer to obtain a resident countersignature may and possibly pay a countersigning fee.
21. Producer understands and agrees that any policy issued requiring a countersignature will require the Producer (not SFIC) to obtain the appropriate countersignature and return promptly to SFIC.
22. Producer shall conduct its business in accordance with the highest legal and ethical standards and shall do nothing to diminish the reputation of SFIC or the affiliated insurers.

23. Producer shall keep full and accurate records of all transactions conducted for or related to business of SFIC including, particularly, records of all financial transactions, and shall make such records available to SFIC for inspection and copying upon SFIC's written request. Producer shall promptly (within 24 hours of receipt) deposit or transmit all payment items (cash or bank drafts) from customers to SFIC consistent with the instructions provided to SFIC.
24. This Agreement is limited in providing to the signatory parties and their successors-in-interest (if any). This Agreement is not intended to and does not create any right or interest in any third party, whether or not an intended beneficiary.
25. On the event any provision hereof is declared void or unenforceable, such finding shall be narrowly limited to such provision and the remainder of the provisions shall remain intact and enforceable.
26. This Agreement shall be effective as of the above date and shall continue for an initial term of one year. The initial term shall automatically renew, for successive terms of one year unless either gives the other written notice of its intention not to renew, which notice is to be delivered at least 60 days prior to the then current term. Provided, further, that either party may terminate this Agreement by giving at least 90 days' written notice to the other. Provided, further, that either may terminate for cause or material breach upon written notice.
27. This agreement supercedes any prior agreements between the parties pertaining to the same subject matter.
28. Terms related to compensation rates and payment, together with any special terms and provisions are set forth in each quotation prepared by SFIC.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date written below.

Sports and Fitness Insurance Corp.

PRODUCER

By: _____
 GLYNNE A. SIMPSON, President

By: _____

Print Name: _____

Title: _____

Dated: _____

AGENCY ADDRESS:

Phone: _____

Fax: _____

License No.: _____ State: _____

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