

## PRODUCERS AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, (Hereinafter referred as “the Producer) and Hartan Brokerage Inc. and/or Hartan Brokerage Inc. D/B/A Hartan Specialty Programs, 33 West 60<sup>th</sup> Street, New York, NY 10023 (Hereinafter referred to as “the Company).

1. The Producer warrants and represents that they are duly authorized to do business under the laws of the states in which it is located of soliciting insurance business and desire or to continue to obtain insurance coverages for its clients in compliance with all of the applicable laws and regulations of said state.
2. The Company shall pay the Producer as commission, a percentage rate of the premium on each policy written and paid for under this Agreement at the rate of commission to be agreed for each such policy written. The Producer shall pay the Company return commissions at the same rate on any return premiums, including return premiums on cancellations ordered or made by the Company. Said percentage rate of policy premiums shall be Producer’s sole consideration hereunder; Company shall not be responsible for any expenses incurred by Producer, of any kind whatsoever.
3. Premiums net of commission received by the Producer for coverage placed through the Company are the property of the insurance company underwriting the coverage and shall be held by the Producer in a fiduciary capacity as trustee for the Company until delivered to the Company for remittance to the insurer and may not be used by the Producer for any other purpose. The privilege of retaining commissions from the premiums received by the Producer shall not be construed as changing the relationship of the respective parties hereto.
4. The Producer shall accept the Company’s individual invoice for each policy or binder issued at the time of binding which shall be settled on or before the due date listed on the bottom of said invoice. The Producer hereby guarantees all premiums, surcharge, taxes and fees due to the Company on all coverages placed by it with the Company whether or not they are collected by the Producer. Any credit extended to the insured or others shall be at the sole risk of the Producer. If Producer does not pay Company, within the time specified, premium due on any invoice, the Company is hereby authorized to cancel any policy(ies) for which the Company has not been paid and to require Producer to pay any earned premium, surcharge, taxes and fees thereon.

5. The Company shall have access at all reasonable time to the Producer's books and records for the purpose of determining any fact relating to money due the Company on all transactions pertaining to coverages entered into under this agreement.
6. Nothing herein contained shall be construed as permitting the Producer to bind any risk, which has not been authorized by the Company, or to permit the Producer to hold himself out as an agent of any Company.
7. This agreement is solely between the Producer and the Company. The Company assumes no responsibility toward any policyholder or sub-producer with regard to the adequacy, amount or form of any coverage obtained through the Company. The Producer agrees to hold the Company harmless from any claim asserted against the Company in following the instructions of the Producer.
8. The Company shall have the absolute right to decline any business offered to it by the Producer.
9. This Agreement shall apply to all coverages in effect on the date on the execution of this Agreement or to coverages, which may thereafter be placed by the Producer through the Company. This Agreement may be terminated at any time by either party giving written notice to the other. After the date of termination of this Agreement, unless otherwise stipulated at the option of the Company, the Producer shall complete the collection and account to the Company for all premiums, commissions, and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding insurance. This Agreement shall automatically be assigned on the effective date of the sale or transfer of the Producer's business, or its consolidation with a successor firm.

This Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Hartan Brokerage, Inc. By: \_\_\_\_\_

Susan Percoco, Executive Vice President  
(Title)

PRODUCER: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Title)