

MAIN SALES INSURANCE SOLUTIONS, INC.  
PRODUCER AGREEMENT

This Producer Agreement (this "**Agreement**") is made between Main Sales Insurance Solutions, Inc., a California corporation, ("**MSIS**"), and the party named as the broker ("**Producer**") hereunder and shall be effective on the date of the signature of the last party to sign this Agreement. In the event of and in consideration of **MSIS** devoting time, effort and expense toward placing risks for the **Producer** with both non-admitted markets and admitted markets, it is agreed:

1. This **Agreement** is entered into by **MSIS** based on the **Producer** promise and/or guarantee to write a minimum of \$2,500 of new premium volume with our firm annually. That all premiums, policy fees, taxes and inspection fees on insurance contracts written for the **Producer** as well as by the Insured are payable to **MSIS** within ten (10) days from the date that liability is assumed by Insurers; and that any credit extended by the **Producer** shall be at his or its own risk and expense unless **MSIS** directs otherwise in writing. Unsuccessful attempts by the **Producer** to collect premiums, fees or taxes from the Insured shall not release the **Producer** from its obligation to remit such premiums, fees or taxes to **MSIS**.
2. That in the event **MSIS**, or the Insurer shall, during the continuous of this **Agreement** or after its termination, refund to the Insured, by reason of cancellation of insurance or reduction of premium, any gross premium under any insurance contract written for the **Producer** by **MSIS**, the **Producer** shall immediately pay to **MSIS** any commission received by the **Producer** on account of the amount of the premium so refunded.
3. That the **Producer** has no authority to bind coverage, endorse, amend, or alter policies for or in the name of **MSIS**, or for the Insurer without permission to do so in writing. No written or oral binders may be issued by the **Producer** for or in the name of **MSIS** or any Insurer represented by **MSIS**.
4. It is expressly understood and agreed that the **Producer** is not an agent, servant or employee of **MSIS** or the Insurer and in no instance shall the **Producer** act as or represent itself to be the agent, servant or employee of **MSIS**, or the Insurer.
5. That in the event coverage is bound, premium shall start being earned immediately and should coverage be terminated by the Insured or the **Producer** for any reason whatsoever before expiration date of coverage, earned premium requirement stipulated on the policy, certificate, binder or invoice; whichever sum is the greater shall apply.
6. In any case where fees, special expenses, or special expense constants are charged on policies issued to or to be issued, such fees, special expenses, or special expense constants are fully earned on binding and the **Producer** herein named agrees to pay such fees, special expenses, or expense constants in full immediately to **MSIS**.
7. With respect to all jurisdictions in which the **Producer** conducts its business and which require by rule or applicable law that the **Producer** be duly licensed, authorized or qualified as an insurance broker or brokerage, in order to lawfully transact insurance business as contemplated by this **Agreement**, the **Producer** represents and warrants to **MSIS**:

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- a. that it maintain such license or licenses, authority, and qualifications in active status and in good standing at all times this **Agreement** is in effect; and
  - b. to provide **MSIS** with a true and correct copy of the **Producer's** current insurance licenses.
8. **Producer** agrees to comply with any diligent search reporting, or equivalent, for jurisdictions in which the **Producer** conducts it business.
9. **Producer** agrees to report all loss claims to **MSIS** in writing, as promptly as possible and, in any event, not later than the second business day after such claims are received by the **Producer**.
10. **Producer** will not advertise or publish any matter or thing which uses any of the names, product names, trademarks, service marks, registered marks, designs or logos of **MSIS**, its Carriers, or their respective subsidiaries, affiliates, or related companies without the express prior written consent of **MSIS** or its affected Carriers, which may be granted or withheld in **MSIS's**, or its Carriers' sole discretion, as the case may be.
11. **Producer** agrees to indemnify and hold **MSIS** and the insurer(s) harmless from any and all claims, loss, damages, expense, including without limitations attorneys' fees and court costs, by reason of any act or omission of the **Producer** which results in any noncompliance or non conformance with or violation of any law, regulation, or ruling relating to the business placed and or attempted to be placed with **MSIS** by the **Producer** as a fire and casualty broker-agent or by reason of any act or omission of **Producer** which breaches or violates any agreement or relationship between **Producer** and any other person, corporation, partnership, or other entity:
12. **Producer** agrees to maintain complete and accurate books and records of all transactions and correspondence related thereto, conducted by or through the **Producer**.
13. **Producer** agrees to maintain errors and omissions and fidelity insurance in such amounts and forms, and with such carriers as are acceptable to **MSIS**.
14. **Producer** agrees to become familiar with the terms, conditions, limits, exclusions and benefits of each Policy for which the **Producer** solicits applications under this Agreement, as such the **Producer** may be amended or modified from time to time by **MSIS** and its Carriers, and to represent and disclose such Terms completely, truthfully and accurately to all applicants, prospective applicants, and Policyholders.
15. **Producer** agrees to abide by **MSIS's** reasonable administrative procedures and guidelines delivered to the **Producer**. The **Producer** will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify **MSIS** of any complaints, lawsuits, orders, administrative proceedings, licensure matters and other inquiries received from such authorities or from Policyholders relating to applications solicited, Policies, or both, placed by or through Insured's

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Broker under this **Agreement**; and will cooperate with **MSIS** in making timely and appropriate responses.

16. **MSIS** will provide the **Producer** monthly statements of commissions payable hereunder, which statements will be considered prima facie correct and accepted by **Producer** and shall be final and binding unless **MSIS** receives written objection thereto within thirty (30) days of mailing or email to same to the **Producer's** last known address. If **MSIS** or its Carriers cancels, rescinds or terminates a Policy and refunds premiums previously paid, any commissions previously paid or credited to the **Producer** on the amount refunded will be repaid or re-credited to **MSIS** by the **Producer**, or may be deducted or offset by **MSIS** against any amounts owed or commissions thereafter payable to the **Producer**.

### 18. General Provisions

Either party may terminate this **Agreement** at any time upon not less than ten (10) days advance written notice to the other, with or without cause.

This **Agreement** shall terminate automatically in the event of any lapse, revocation, suspension or non-renewal of any license held by either party which is required to enable it lawfully to perform any of its obligations hereunder; or in any event which is, or results in, termination of the products offered by the insurer.

In any of the forgoing events, the parties shall co-operate fully to run off business and policies placed under this **Agreement** in, as orderly a manner as is feasible under the circumstances. In the event that there occurs any mass cancellation of policies issued through **MSIS**, and such mass cancellation results from the insurer's independent business election to discontinue their products or results from an order of a court or regulatory authority to do so, the **Producer's** responsibility for the return commission portion of any return premium owed for such cancellation shall be limited to the commission portion of premium funds which, at the time **MSIS** notifies the **Producer** of such election or order, are not yet payable to **MSIS** and are held in the **Producer's** fiduciary account, and the **Producer** shall have no liability for remittance of unearned commissions on unearned premiums which had theretofore been remitted to **MSIS** on policies which are mass-cancelled.

The use and control of expirations and the records of the **Producer** pertaining thereto are and shall remain, as between **MSIS** and **Producer**, the property of **Producer**; provided, however, that **Producer** shall provide, at the request of **MSIS**, true and complete copies thereof whenever, in the opinion of **MSIS**, the same are reasonably necessary to provide policyholder or administrative services, or are requested or required by judicial or regulatory authorities. Records shall be kept for three (3) years. If termination or suspension occurs, however, by reason of the **Producer's** being legally barred from continuing this **Agreement** (as, for example, by reason of loss or suspension of necessary licenses), use and control of expirations and records of **Producer** pertaining thereto shall, for purposes of the products only, be vested in **MSIS**.

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The provisions of this Agreement are severable and are intended to comply fully with applicable laws and regulations of the State of California. In the event that any provision hereof is declared illegal or unenforceable, the offending provision shall be deemed deleted, or, if not inconsistent with the fundamental purposes of this Agreement, amended to comply with applicable law, and the remainder of this Agreement shall be effective and binding to the fullest extent permitted by law.

Failure of either party promptly to declare a default for breach of any terms or conditions of this Agreement shall not be construed as a waiver of any of said terms and conditions, and shall not prevent the non-defaulting party from thereafter demanding full and complete compliance, unless such party has executed a written waiver thereof. Written waiver by a party of any breach by the other shall not constitute a waiver of any subsequent breach, whether or not similar in nature. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been given: (a) on the date of service, if served personally or by facsimile transmission prior to the close of normal business hours on a normal business day; (b) at the opening of the next business day, if served personally or by facsimile transmission after the close of normal business hours on a normal business day; (c) on the date of receipt if served by mail, whether first class or express delivery service, but in any event not later than two (2) business days after being deposited by the sender.

In the event of any lawsuit or arbitration proceeding for breach of or to enforce any terms of the Agreement, the prevailing party in such proceeding shall be entitled to recover, in addition to any other recovery, its costs of suit or arbitration costs, and reasonable attorneys' fees. Any dispute under this Agreement or arising out of it shall be decided under and pursuant to the laws of the State of California. Venue of any action or proceeding hereunder shall be in the State of California in Alameda county or federal judicial district where **MSIS** maintains its principal office.

Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

Subject to the limitations set forth in the preceding paragraph, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

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Broker name (Producer): \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
CITY STATE

**PRODUCER:**

**MSIS:**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(For: **Producer** Name)

By:

Its: \_\_\_\_\_  
(Title)

Its: \_\_\_\_\_  
(Title)

Agency Initials \_\_\_\_\_ MSIS Initials \_\_\_\_\_

**COMMISSION SCHEDULE**

Commission shall not be paid on any fees, stamping fees, or premium tax.

**Producer** will comply with all state laws regarding the disclosure of broker fees.

All products other than those listed below - 10 %

\_\_\_\_\_ - \_\_\_\_\_ %

\_\_\_\_\_ - \_\_\_\_\_ %

\_\_\_\_\_ - \_\_\_\_\_ %

\_\_\_\_\_ - \_\_\_\_\_ %