

Mullen Insurance Agency, Inc.

A Managing General Agency

PO Box 496569

Garland TX 75049-6569

972-681-2074 • Watts 1-800-229-4170 • Fax: 972-681-7601



AGENT INFORMATION

FAX: (972) 681-7601

PERSONAL DATA:

Name _____

Home Address _____

Street Address

City

County

Texas

Zip

Social Security Number _____ Home Phone Number _____

Date of Birth _____ Insurance Designations _____

BUSINESS DATA:

Agency Name _____

Sole Proprietor ____ Partnership ____ Corporation ____ Years in Business at this Address ____

Agency Address _____

City

County

Zip

Federal Tax ID # _____ E-Mail Address _____

Office Phone _____ Cell Phone _____ Fax _____

CURRENT LICENSES:

Life/Health Group I _____ Local Recording Agents _____

Surplus Lines Agent _____ Other _____

States Currently Licensed In: _____

Please attach copies of your current resident licenses and any non-resident licenses you hold. Also attach a copy of your E&O contract and fax all requested information to 972-681-5955.

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PRODUCER AGREEMENT

- I. Parties to this Agreement are:
- A. _____, hereinafter called the "Producer"
and
- B. MULLEN INSURANCE AGENCY, INC, hereinafter called the "Company".
- II. The effective date of this Agreement is: _____
- III. The purpose of this Agreement is to state the terms and conditions under which the Producer shall act as an Agent of the Company in the solicitation, placement and servicing of contracts of insurance placed through the Company.
- IV. Authority of the Producer:
- A. Company shall be the sole judge of the acceptance of any risk and shall incur no liability for failure to accept such risk.
- B. Producer has no power hereunder to bind insurance risks, but only to submit Applications or such risks to Company. No coverage shall be in effect on any application until accepted by the Company and so acknowledged in writing.
- C. Producer shall have the authority to receive and accept applications for insurance covering only such classes of risks and in such amounts as company may authorize Producer to write under the terms of this Agreement and as indicated in the endorsements attached hereto.
- D. Producer may collect premium, applicable fees and/or applications for insurance submitted to the Company by the Producer.
- E. Producer shall have no authority not specifically authorized in this Agreement, and Producer shall have no authority to extend the time for payment of premium, or to alter, change, vary or waive any of the terms and conditions in any application or directives that may be issued by the company or from time to time.
- F. Producer may deduct agreed commissions and fees that are specified in the endorsements attached hereto prior to submitting the net premiums, fees, surplus lines taxes and stamping fees, if applicable, to the Company. This shall be only on risks specifically accepted and acknowledged by the company to the Producer. The Company shall have the right to look to the Producer rather than the insured or any other entity for the payment of such premium
- V. Premiums and Commissions:
- A. It is expressly agreed and understood that all premiums collected by the Producer are trust funds and Producer is acting as fiduciary under this Agreement. Those funds shall not be used for any personal or business purpose whatsoever, but shall be held until remitted to the Company under the terms of this Agreement.
- B. If a return of premium becomes due under any Policy, Company will promptly refund its share of such premium to the Producer. Producer shall be responsible for payment of unearned commission. Producer shall repay to the insured all such premiums that insured shall be duly entitled to under the terms of the contract of insurance including the Producer's unearned commissions.

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PRODUCER AGREEMENT-CONTINUED

- C. Company shall have the right to offset any amounts due the Company from the Producer against amounts due Producer by the Company.
 - D. All special fees and charges that may be charged the insured in addition to the premium and so specified and declared in the terms of the policy are to be fully earned at the time of inception of the policy or binder. The obligation of the Producer to pay such amounts shall be the same as if they were premiums, except that no commission will be allowed upon such amounts unless specifically authorized by the company in writing.
 - E. Producer's commission under this Agreement shall be calculated in accordance with the Producer's Addendum attached and made a part of this Agreement. The commissions and fees so stated in the attached addendum shall constitute the sole and complete compensation due the Producer under this Agreement. The Company shall have the right to change the amount and terms of the commissions and/or fees to be paid upon thirty (30) days prior written notice to the Producer.
- VI. Expiration & Renewals
- A. Producer and Company expressly recognize Producer's independent ownership of the policy expirations during and after the termination of this agreement except as specified herein. Producer hereby assigns to Company as security for its obligation to pay the Company, but not in payment, all sums due or to become due to Producer for company and with full authority in Company to demand and collect these sums. On premiums so collected by Company, Producer shall be entitled to no commission.
- VII. Change in Operations or Producer
- A. Producer shall give Company sixty (60) days notice of any of the following changes to the operations of Producer's agency:
 - 1. If Producer is an individual and enters into a partnership to act as an insurance agency with one or more persons.
 - 2. If Producer is an individual or partnership and incorporates producers insurance agency.
 - 3. If Producer is an individual or partnership or corporation and transfers, sells, merges, or consolidates any part of Producer's insurance agency or insurance business with any other entity.
- VIII. Termination:
- A. This Agreement shall continue in force until terminated by mutual agreement of the parties or by one of the parties giving thirty (30) days written notice of termination to the other. However, in the event of fraud or breach of any of its conditions or provisions on the part of the Producer, this Agreement may be cancelled by the Company at any time thereafter, effective immediately, by notice to Producer. In the event of cancellation because of fraud or breach of conditions, any indebtedness of Producer to company and all premiums in the possession of producer or for the collection of which Producer is responsible shall, notwithstanding any provisions herein to the contrary, become immediately due the company.

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PRODUCER AGREEMENT—CONTINUED

- B. This Agreement shall terminate automatically, without notice in the event of cancellation, revocation, suspension or forfeiture of any license required by law for Producer's performance in any respect under this Agreement. The maintenance of such license in good standing shall be at all times the responsibility of Producer as an express condition to continuation hereof. In the event of any cancellation, revocation, suspension or forfeiture of license, Producer shall forfeit all commissions, earned or unearned, on Policies effective as of such date of cancellation, revocation, suspension or forfeiture of license.
 - C. The obligation of Producer to indemnify and hold Company harmless on any claim arising from failure of the Producer to comply with terms of this Agreement shall survive termination of this Agreement.
- IX. Administrative Provision:
- A. The obligations and undertaking of each of the parties of this Agreement shall be performable in Garland, Dallas County, Texas, all sums of money which may become payable to Company under this Agreement.
 - B. Producer shall immediately refer to Company or designated claims underwriter all claims involving policies issued by Company hereunder. Any available documentation shall be faxed to the Company or its designated claims underwriter immediately. Producer has no authority to adjust or settle claims or to assign the adjustment to any claim.
 - C. Producer must keep true and complete records and accounts of all transactions with policyholders and with Company. Such records shall be open at all reasonable business hours to the inspection of duly authorized representatives of the Company.
 - D. Producer shall not insert any advertisements concerning Company in any publications or issue any circular or paper referring to Company without first obtaining consent of Company in writing.
 - E. Producer shall timely and completely comply with all laws, rules and regulations, including all underwriting and other rules of the Company, in the conduct of business under this Agreement and shall not expose the Company to any claim, litigation, fine, or penalty, in whole or in part, from any failure to comply.
- X. Miscellaneous:
- A. No waiver of any breach or violation of any provision of this Agreement by either party shall be deemed made unless made in writing. Any such waiver shall not operate or be construed as a waiver of any subsequent breach or violation of this Agreement.
 - B. This Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by a written Agreement or endorsement executed by all parties.
 - C. This Agreement, and its validity, performance, and effect shall be determined and its terms construed in accordance with the laws of the State of Texas.
 - D. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same documents.
 - E. The Parties hereto hereby agree to execute and deliver all such instruments and take all such action as may from time to time be necessary in order to fully effectuate the purpose of this Agreement.
 - F. This Agreement shall take effect as of the date entered on the first page of this Agreement.

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PRODUCER AGREEMENT—CONTINUED

XI. COMMISSIONS:

- A. The Company will pay the Producer the following commissions on behalf of certain policies submitted by the Producer and accepted by the Company. The commissions as outlined below are established as a percent of premium:

Ten Percent (10%) of all Commercial Business Premium Produced Unless Otherwise Agreed

COMPANY: MULLEN INSURANCE AGENCY, INC

By: Michelle Garcia

Date: _____

PRODUCER: _____

By: _____

Date: _____