



INDEPENDENT PRODUCER AGREEMENT

This Agreement made and entered into this _____ day of _____, 20__ by and between NorthWest Insurance Agency, Inc., DBA: NWC Insurance Services, a California corporation, herein after referred to as NWIA and the party named on *Attachment A*, hereinafter referred to as Producer.

Introduction

NWIA is a program administrator for various carriers and acts in a wholesale capacity for other markets. NWIA is licensed in the State of California and by other states to transact insurance business.

Producer, is an independent contractor, not an employee of NWIA, and will utilize NWIA to obtain quotes and place insurance on behalf of entities solicited by Producer. Producer warrants that it is, and will be throughout the term of the Agreement, properly licensed in the state where it transacts insurance business.

Duties and Authority

Producer is authorized to solicit applications and submit said applications for consideration and quotation. Producer understands and agrees that no indications or quotations may be given on NWIA's behalf without first receiving written notice from NWIA on the terms, conditions, rates and limitations of presentation made by Producer.

Producer is not authorized to change, omit, add or waive any questions, statement or answer on an application for coverage; bind coverage or change, omit, add, waive or discharge any provision of coverage. Producer may not add a fee of any kind to the quoted premium without express written consent of NWIA. Producer shall also not act, speak for or bind NWIA or its carriers in any way.

Producer agrees to maintain complete and accurate records of all insurance transactions including but not limited to signed applications. All such records shall be subject to inspection by NWIA at any reasonable time providing NWIA gives notice. Producer agrees to maintain such records for a minimum of five (5) years.

Producer shall be solely responsible for providing to all insureds any policies, endorsements, renewals, reports, requests for audit information and other written materials as such documents are provided to the Producer by NWIA.

Producer shall promptly notify NWIA of any claims or potential claims that the Producer may receive arising under the insurance policies. Producer shall also promptly notify NWIA of any facts that reasonably constitute a change in the risk underwritten in any of the insurance policies.

Producer grants permission to NWIA to send unsolicited communications via fax or email.

Producer shall not publish any advertising utilizing NWIA's name or the carriers they represent without written authorization.

Premium Collection and Commission

Producer shall be entitled to commission on premiums paid (excluding fees, taxes, assessments) on policies written and renewed by Producer. On any transaction where NWIA does not receive commission from the carrier, no commission will be paid to Producer. NWIA reserves the right to accrue and defer, on an annual basis, payment of commissions until a minimum of twenty-five dollars (\$25) becomes due to Producer.

In consideration of commission allowed Producer on all premiums and additional premiums, Producer agrees to pay NWIA the commission on all return premiums at the same rate as such commissions were originally paid. If NWIA has the ability to offset the return commissions through commissions subsequently due Producer it will do so, otherwise Producer must remit payment to NWIA for said return commissions within 30 days of receiving notification that said return commission is due.

On all transactions the insurer deems to be Agency Bill, Producer shall be liable to NWIA for the full amount of premium, taxes and fees. Such premiums, whether or not collected by Producer, shall be due and payable to NWIA upon inception of transaction.

On all transactions the insurer deems to be Direct Bill, Producer shall be liable to NWIA for collecting the appropriate deposit premium, including any taxes and fees, required to bind the account.

The Producer shall be responsible in a fiduciary capacity for all funds received or collected from insureds.

Errors and Omissions

With respect to all business conducted or to be conducted under this Agreement, Producer shall at all times maintain, at its own expense, insurance coverage against liability for its errors and omissions with limits of liability of at least One Million Dollars (\$1,000,000). The carrier from which the Producer acquires and maintains errors and omissions coverage must have a rating from A.M. Best Company of A- or better. Producer further warrants that such errors and omissions insurance is already in effect and in good standing as of the execution of this Agreement. A copy of such insurance policy shall be furnished to NWIA upon execution of Agreement and upon each policy renewal term. Producer will provide NWIA immediate written notice in the event such insurance is cancelled.

Indemnification

Producer agrees to indemnify, defend and hold NWIA, its agents, directors, officers and employees, harmless from and against any liability, loss, claim or damage, including legal fees and expenses, arising from or related to (1) any actions of Producer, its agents or employees, pursuant to this Agreement including without limitation, those arising from alleged errors and omissions or misrepresentation; or (2) any fine, penalty, assessment, or other charge assessed as a result of failure by Producer, its agents or employees, to comply with any federal, state or local law or regulation governing its activities under this Agreement.

Confidentiality

The parties are each furnishing the other with certain valuable proprietary and confidential information (the "Information") in connection with this Agreement. The Information mentioned in Agreement shall include but not be limited to: all insurance information and documents relating to current, former and potential insurance or insurance related programs and including but not limited to names and lists of programs, policy expiration dates, policy terms, conditions, rates and risk characteristics, as well as all financial information and documents related to their respective clients.

NWIA and the Producer agree that any Information disclosed to them will be used solely in connection with this Agreement and agree to take all reasonable precautions to maintain all Information received from the other confidential.

This obligation of confidentiality shall survive the termination of this Agreement.

Termination

Either party may terminate this Agreement at any time by written notice, but the outstanding rights and obligations of the parties shall not be affected. This Agreement shall terminate automatically and immediately in the event of license revocation, abandonment, fraud, insolvency, violation of the terms of this agreement or gross or willful misconduct by Producer. In the aforementioned circumstances, producer waives all rights to commissions.

Upon termination of this agreement, Producer shall be entitled to commissions that are paid as of the date of termination, but in no event shall the Producer be entitled to commissions on insurance in force, or any renewal thereof, after the date of termination.

General Provisions

Assignment: The Producer may not assign, or otherwise transfer in whole or in part, any of their rights or obligations under the Agreement without the prior written approval of NWIA.

Complete Agreement: This Agreement constitutes the entire agreement between the parties. There are no oral warranties, representations or other agreements between the parties. No modification, amendment, alteration, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto.

Governing Law and Jurisdiction: This Agreement shall be subject to the laws of the State of California, which shall govern this Agreement. Producer hereby consents to the exclusive jurisdiction of the state in any action on a claim arising out of, or in connection with this Agreement.

Severability: If any portion of this Agreement shall be held unenforceable, the remaining portions of the contract shall continue in full force and effect.

Waiver and Remedies: The failure of either Party at any time to require performance by the other Party will not in any way affect the right of either Party thereafter to enforce the same provision, nor will the waiver of either Party of any breach of any provision herein be held or taken to be a waiver of succeeding breach or as a waiver of the provision itself.

Notice: Whenever this Agreement requires the giving of notice, such notice shall be in writing and mailed certified, return receipt to the address shown below. Notice may also be given in person or via facsimile transmission.

NorthWest Insurance Agency, Inc. (Corporate Home Office)
418 B Street
Santa Rosa, CA 95401
Attn: Mary Fairrow
Fax # 707-573-0313

Producer – As shown on *Attachment A*

This contract supersedes all previous agreements, whether oral or written, between NWIA and Producer and shall remain in effect until terminated by either party, at any time, pursuant to the terms of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

PRODUCER

NORTHWEST INSURANCE AGENCY, INC.

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____