

# Roush Insurance Services, Inc.

*A Managing General Agency*

PO Box 1060 • Noblesville, IN 46061-1060  
Phone (800) 752-8402 • Fax (317) 776-6891

## **PRODUCER AGREEMENT**

This agreement is made and entered into as of the date set forth below by and between Roush Insurance Services, Inc. ("Roush"), an Indiana corporation, and the agent or agency ("Producer") set forth below.

### **RECITALS**

Whereas, Roush represents insurance companies and similar entities in the placement and writing of insurance; and

Whereas, Producer requires the services of Roush to place insurance for its clients referred to as insureds; and

Whereas, Roush and Producer desire to enter into an Agreement, which includes a commission arrangement, and independent control by Producer of the insurance business placed through Roush and an understanding of the rights and obligations of each;

Now, in consideration of these mutual agreements, the sufficiency of which is acknowledged, it is agreed as follows:

### **ARTICLE 1 SCOPE OF AGREEMENT**

This Agreement governs the relationship between Roush and Producer and is binding upon the parties and their respective heirs, successors and assigns. It is further understood that this Agreement replaces any prior agreement between the parties, constitutes the entire agreement of the parties, and may not be changed or modified unless in writing, signed by the parties.

### **ARTICLE 2 PRODUCER'S STATUS AND DUTIES**

- a. It is understood that Producer is an independent contractor and not an agent of Roush. Producer has no authority to bind Roush or any insurance company or underwriter represented by Roush.
- b. Producer shall have ownership of all business subject to this Agreement. Producer agrees to keep complete records and accounts of all transactions and will allow Roush to inspect and audit all such records and accounts.
- c. Producer acknowledges its duty to fully inform all clients of the terms, conditions, exclusions and limitations of any insurance placed through Roush. Producer further

acknowledges its responsibility to request proper coverages for its clients, review all quotes, policies and binders for accuracy and keep Producer's clients fully informed.

- d. Producer agrees to promptly notify Roush in writing of any change in agency ownership, location, mailing address, phone number or fax number.

### **ARTICLE 3 PLACEMENT OF ORDERS**

Producer shall follow all applicable state laws prior to placing any order for insurance or excess and surplus lines insurance with Roush. Requests to bind coverage must be received in writing. Facsimile or electronic communications are acceptable. Receipt of payment with or without application for a policy will not constitute automatic binding of coverage for said policy.

### **ARTICLE 4 LICENSING**

Producer warrants that it is properly licensed to sell insurance in its state of domicile, and all other states in which Producer sells insurance, and agrees to act in compliance with all laws and regulations regarding placement of insurance with admitted and/ or non-admitted insurance companies in each state.

### **ARTICLE 5 PREMIUM PAYMENT**

Producer guarantees payment to Roush of all premiums, including taxes and fees, billed to Producer by Roush, on or before the due date, for all policies placed by Producer, notwithstanding the ability of Producer to collect premiums from the insured and without regard to any financing agreement. If Producer does not pay Roush within the time specified, Roush is authorized to cancel any certificate or policy in accordance with applicable state insurance regulations, and Producer agrees to pay the earned premium on such canceled documents. In the event the Producer is unable to collect audit premium from the insured, the Producer may return an uncollected invoice to Roush, along with documentation of its efforts to collect the premium, within forty-five (45) days of the notice date if the insurance company will accept such a returned invoice for direct collection.

### **ARTICLE 6 CANCELLATION**

There shall be no flat cancellation of any insurance coverage bound and/or written at the request of Producer, except as prescribed by law. All coverages effected by Roush at the request of Producer are submitted with the understanding that they are not subject to flat cancellation, and will be canceled in accordance with the policy issued and the insurance carrier's procedures. In consideration of the commission allowed to Producer on all premiums, the Producer agrees to refund commission on all returned premiums at the same rate at which such commission was originally paid.

### **ARTICLE 7 ACCOUNTING**

Producer will pay in accordance with terms provided by Roush to Producer. Under some circumstances, Roush may require advance payment to effect coverage. Payment under granted credit terms for producers with a monthly account is due no

later than the fifteenth (15<sup>th</sup>) day of the first (1<sup>st</sup>) succeeding month after the invoice date. The payment must be mailed, wired or electronically transmitted in time to reach Roush's Noblesville, Indiana office no later than the due date indicated. When a discrepancy exists in accounting between Producer and Roush, it shall be Producer's responsibility to notify Roush within five (5) days from receipt of billing of amounts in variance with Roush's records.

## **ARTICLE 8 CLAIMS AND REPORTS OF LOSSES**

Producer agrees to report, immediately upon receipt, any claim, loss or possible claim or loss it has knowledge of to Roush and to immediately report, in writing, any fact, occurrence, or incident that may result in a loss or claim, under any policy of insurance placed through Roush. Producer does not have authority to adjust, handle, investigate or provide coverage opinions regarding any claim, loss or occurrence.

## **ARTICLE 9 INDEMNIFICATION**

Producer shall indemnify and hold harmless Roush and the insurance companies it represents from any and all claims, suits, actions, judgments, loss or expense, including legal fees which Roush may incur as a result of any act, error or omission, or breach of this agreement, including any failure of Producer or any of its agents or employees to act.

Roush shall indemnify and hold harmless Producer from any and all claims, suits, actions, judgments, loss or expense, including legal fees which Producer may incur as a result of any act, error or omission, or breach of this agreement, including any failure of Roush or any of its agents or employees to act.

## **ARTICLE 10 ERRORS AND OMISSIONS INSURANCE**

Producer agrees to maintain, at all times this Agreement is in effect, errors and omissions coverage for itself and its agents, solicitors and employees in an amount not less than \$1,000,000. A copy of the policy or confirmation of coverage will be submitted annually to Roush.

## **ARTICLE 11 TERMINATION**

Either party upon written notice to the other party may terminate this Agreement at any time. Termination of this Agreement will not affect the provisions of this Agreement with regard to any policy of insurance placed through Roush during the term of this Agreement.

## **ARTICLE 12 GOVERNING LAW**

This Agreement shall be subject to and governed by the laws of the State of Indiana. Producer by signing this Agreement submits to the jurisdiction of Indiana courts and agrees that all legal actions between the parties arising from this Agreement shall be filed in Hamilton County, Indiana.

**PRODUCER**

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Roush Insurance Services, Inc.**

**Street Address:  
808 South 10<sup>th</sup> Street  
Noblesville, IN 46060-3503**

**Mailing Address:  
PO Box 1060  
Noblesville, IN 46061-1060**

**Phone: (317) 776-6880  
Fax: (317) 776-6891  
E-Mail: info@roushins.com  
Federal ID#: 35-1784947**

*Melanie Derzhavets*  
\_\_\_\_\_  
Signature

**Melanie Derzhavets**  
\_\_\_\_\_  
Printed Name

**President**  
\_\_\_\_\_  
Title

**September 2, 2010**  
\_\_\_\_\_  
Date

**Please return to Roush Insurance Services, Inc.:**

- **Signed PRODUCER AGREEMENT**
- **Copy of your LICENSE**
- **Proof of E&O INSURANCE**