



Producer Code: _____

Location: _____

Producer Agreement

This Agreement is made on _____, _____ by and between SCJ Insurance Services (SCJ) and _____ (Producer).

Producer's Authority

Producer is authorized to:

- Solicit quotes, receive applications, have coverage bound according to the underwriting guidelines and procedures of SCJ and the particular insurance company. Gross premium plus fees must accompany applications and renewals. Payment may be submitted with the application, by premium financing or by electronic funds transfer.

Producer is not authorized to:

- Issue binders or certificates of insurance, policies, endorsements, cancellation notices or any other policy documents. Producer is encouraged to provide a photocopy of the application as confirmation of the placement of coverage.
- Have coverage bound before completion and signing of the particular insurance company's application and submission of appropriate payment or premium financing.
- Have Producer, its agents or employees knowingly have coverage bound for a risk that is not in accordance with SCJ's and the particular insurance company's guidelines.
- Have Producer, its agents or employees knowingly have coverage bound based on information that is false, inaccurate or unreasonably incomplete.
- Modify or change any policy rates, terms or conditions of any policy.
- Extend authority granted under this Agreement to any other agency, brokerage, agent, solicitor, broker, or subagent who is not Producer's employee.
- Confirm or deny coverage for any insurance claim.
- Adjust or bind SCJ or the particular insurance company to payment of or settlement of any claim.
- Use SCJ's name or the names of insurance companies SCJ represents in any advertising without the written permission of SCJ.

Producer's Responsibilities

Producer agrees to:

- Promptly submit applications, endorsements, and premium payments to SCJ, which at SCJ's option may include electronic submission to a third party specified by SCJ.
- Promptly provide policyholders all policy documents and notices, with explanations of action required to continue the policy.
- Provide service to policyholders in accordance with industry standards. Producer agrees SCJ's role is to provide service to Producer, not Producer's policyholder clients.
- Ensure applications and endorsement requests are complete and accurate.
- Comply with SCJ's procedures.
- Encourage clients to submit premium for all direct bill policy transactions directly to SCJ.
- Promptly submit all payments to SCJ.
- Conduct Producer's business in a professional, legal manner that meets industry standards.

- Maintain an insurance agents and brokers professional liability insurance policy covering Producer, and its employees and independent contractors. Producer agrees to provide a copy of the policy declaration page to SCJ.
- For all insurance transactions submitted by electronic transmission, maintain and retain records until authorized by SCJ to destroy or discard the records. These records include, for example, signed applications, copies of vehicle registrations, vehicle photos, driver exclusions, and signed coverage waivers.
- Promptly provide to SCJ and the particular insurance company, the originals of any records of electronically submitted transactions.
- Promptly provide items stored as images, on commonly available magnetic media and in common format, or on paper.
- Maintain and retain insurance applications and policy records in accordance with the California Insurance Code and the Code of Regulations.
- Grant access to Producer's office and records pertaining to insurance written under this Agreement and assistance to auditors representing SCJ or the particular insurance company. Access, records and assistance will be requested only during Producer's normal business hours.
- Pay SCJ all earned premium and fees on semiannual and annual policies, whether or not the premium or fees were collected from the policyholder by Producer.
- Refund unearned commission, at the rate commission was paid to Producer, to the insured or to SCJ as appropriate.
- Promptly issue refunds to the policyholder when due.
- Maintain funds received by Producer as premium for insurance, while this Agreement is in effect and after its termination, in an insurance trust account.
- Report losses immediately, according to the guidelines of the particular insurance company.
- Fully cooperate with the particular insurance company and its adjusters in the settlement of claims. Producer agrees to provide recorded statements, documents or other items.
- Indemnify SCJ and the particular insurance company for their loss, claim payments, attorney fees and expense if the Producer's violation of Producer's authority or Producer's responsibility causes the loss.
- Promptly notify SCJ of any charges issued against Producer by the California Department of Insurance.
- Comply with the insurance laws and regulations of the state of California.

Producer agrees not to:

- Sell or transfer expirations while money is due SCJ by Producer.

SCJ's Authority

SCJ is authorized to:

- Reject or revise any application for insurance that is not in compliance with the particular insurance company's guidelines or SCJ's procedures.
- Revise, in writing, Producer's authority.
- Revise, in writing, SCJ's commission schedule, at any time.
- Revise underwriting guidelines of the insurance companies represented by SCJ.
- Revise procedures for submitting business.
- Mail notices concerning their policies directly to policyholders.
- Bill insurance premiums directly to policyholders.
- Accept premium payments directly from policyholders.
- Contact policyholders to provide service and underwriting for their policy.
- At any time, offset commission due Producer against any balances owed to SCJ.
- Provide Producer's clients the names of other producers who represent SCJ, but only at the client's request.

SCJ is not authorized to:

- Use any expiration or policy information to solicit insurance policies unless this Agreement is terminated and Producer has failed to pay any amount due SCJ or Producer has failed to adequately provide service to policyholders.

SCJ's Responsibilities

SCJ agrees to:

- Pay Producer commission on policies, renewals, endorsements based on its current commission schedule in effect on the inception date of the policy or renewal, as long as:
 - Producer has paid all amounts due and owing to SCJ and,
 - Producer is the broker or agent of record and,
 - Producer is properly licensed as a broker-agent by the California Department of Insurance

Termination

- This Agreement may be terminated by either party upon written notice.
- This Agreement shall terminate automatically, without notice, if Producer is not properly licensed to transact insurance, as required by the California Department of Insurance.
- With the exception of authority to solicit quotes and receive applications, all other terms of this Agreement shall survive its termination.
- Producer, upon termination of this Agreement, shall return to SCJ all supplies, guides, etc. not necessary for the servicing of inforce policies.
- Producer agrees to continue to provide service on renewals and endorsements for policies still in force after termination and is granted the limited authority necessary to carry out this responsibility.
- At SCJ's option, Producer shall organize and ship to SCJ original policy records of all electronically submitted transactions.
- Upon termination of this Agreement, Producer relinquishes all right to commission and ownership of expirations, and agrees commission and expirations shall be the property of SCJ, if balances due and owing SCJ are not paid or if Producer does not provide service to policyholders at the industry standard.

Other Provisions

- This Agreement will be interpreted according to the laws of the state of California.
- Producer and SCJ agree that all litigation which relates to any part of this agreement shall be brought in a court in Alameda County.
- This Agreement supersedes all previous Agreements between SCJ and Producer.
- If any part of this Agreement differs with the law or insurance regulation of California and is held void, the remainder will still continue to be in full force and effect.
- This Agreement may not be altered or modified without the written consent of both SCJ and Producer.
- This Agreement is binding on and will inure to the benefit of the successors, permitted assigns, and heirs of both parties, whether all or a portion of the business is acquired.
- Producer is not authorized to assign this Agreement to any other party without the written consent of SCJ. Any assignment made without the consent of SCJ is null and void.
- The captions in this Agreement are for convenience only and are not a part of the Agreement.
- Producer's or SCJ's failure to enforce strict compliance with any provision of this Agreement is not a waiver of the right to insist on compliance.
- Producer is an independent contractor and is not an agent or employee of SCJ for any purpose.
- If suit is filed to enforce this Agreement, the prevailing party is entitled to attorneys fees, costs and expenses incurred in connection with the litigation.

SCJ Insurance Services

SCJ Insurance Services

By: _____

Title: _____

Date: _____

Producer

Business: _____

By: _____
Signature of Principal or Corporate Officer

Title: _____

Date: _____

Please complete the tax identification number form on the next page.

Taxpayer Identification Number

Please carefully complete the **one** section for your tax status, making sure the name listed **matches** your tax records. Incomplete or wrong information can result in your being subject to 31% federal income tax backup withholding or a \$50.00 fine by the Internal Revenue Service under section 6273.

Tax Status

Individual

Taxpayer Name	
Tax Identification Number	

Sole Proprietor

Business or Trade Name	
Tax Identification Number	

Partnership

Name of Partnership	
Partnership's Employer Identification Number	

Corporation

Name of Corporation	
Corporation Tax Identification Number	

Printed name: _____

Signature: _____