

## Producer Agreement

This agreement is made on \_\_\_\_\_, \_\_\_\_\_ by and between  
(date)

Bridger Insurance and \_\_\_\_\_  
(Producer)

### Producer's Authority

#### Producer is authorized to:

- Solicit quotes.
- Receive applications.
- Have coverage bound according to the underwriting guidelines and procedures of Bridger Insurance 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 Bridger'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 Bridger or the particular insurance company to payment of or settlement of any claim.
- Use Bridger's name or the names of insurance companies Bridger represents in any advertising without the written permission of Bridger.



### **Producer agrees to:**

- Promptly submit applications, endorsements, and premium payments to Bridger, which at Bridger's option may include electronic submission to a third party specified by Bridger.
- 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 Bridger's role is to provide service to Producer, not Producer's policyholder clients.
- Ensure applications and endorsement requests are complete and accurate.
- Comply with Bridger's procedures.
- Encourage clients to submit premium for direct bill policy transactions directly to Bridger.
- Promptly submit all payments to Bridger.
- 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 Bridger.
- Maintain and retain records for insurance transactions submitted by electronic transmission until authorized by Bridger to destroy or discard records. These records include signed applications, copies of vehicle registrations, vehicle photos, driver exclusions, and signed coverage waivers.
- Promptly provide to Bridger and 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 Bridger or particular insurance company. Access, records, and assistance will be requested only during Producer's normal business hours.
- Refund unearned commission, at the rate commission was paid to Producer, to the insured, or to Bridger as appropriate.
- Promptly issue refunds to the policyholder when due.
- Maintain funds received by Producer as premium for insurance in an insurance trust account, while this agreement is in effect and after its termination.
- Report losses immediately, according to the guidelines of particular insurance company.
- Fully cooperate with particular insurance company and its adjusters in the settlement of claims. Producer agrees to provide recorded statements, documents, or other items.
- Indemnify Bridger and particular insurance company for their loss, claim payments, attorney fees and expense if the Producer's violation of authority or responsibility causes the loss.
- Promptly notify Bridger of any charges issues 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 Bridger by Producer.



### **Bridger is authorized to:**

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

### **Bridger 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 Bridger or to adequately provide service to policyholders.

## Bridger's Responsibilities

### **Bridger 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 Bridger, is the broker or agent of record, and 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 Bridger 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 Bridger's option, Producer shall organize and ship to Bridger 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 Bridger if balances due and owing Bridger 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 Bridger 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 Bridger 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 Bridger 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 Bridger. Any assignment made without consent of Bridger is null and void.
- The captions in this agreement are for convenience only and are not a part of the agreement.
- Producer's or Bridger'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 Bridger 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.

Bridger Insurance:

Producer:

Business \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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	<input type="text" value="Taxpayer Name"/>
	<input type="text" value="Tax Identification Number"/>

Sole Proprietor	<input type="text" value="Business/Trade Name"/>
	<input type="text" value="Tax Identification Number"/>

Partnership	<input type="text" value="Name of Partnership"/>
	<input type="text" value="Partnership's Employer Identification Number"/>

Corporation	<input type="text" value="Name of Corporation"/>
	<input type="text" value="Corporation Tax Identification Number"/>

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

Signature \_\_\_\_\_

