BRIDGER

Producer Code _____

Location _____

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.

Producer is not authorized to:

- Issue binders or certificates of insurance, policies, endorsements, cancellation notices, or any other policy documents. Producer is required 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 of premium and all applicable fees.
- Engage in premium finance.
- 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 a 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's Responsibilities

Producer agrees to:

- Gross premium plus fees must accompany applications and renewals. Payment may be submitted with the application, by Producer sweep, credit card payment or by electronic funds transfer.
- 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 as set forth in the Underwriting Guidelines of which can be located on Bridger's website, www.bridgerins.com.
- 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 its entire operation (Producer and its employees and independent contractors) with a minimum limit of liability of $1,000,000 each claim and $1,000,000 in the aggregate. 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 any known losses they are aware of by the insured 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 complaints, charges or 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's Authority

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 from any Bridger program in which the Producer is authorized to transact business.
- 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 Responsibilites

Bridger agrees to:

- Pay Producer commission on policies, renewals, endorsements based on its current commission schedule (attached to and considered part of this Agreement) 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, is insured in accordance with the professional liability insurance requirements as aforementioned and is properly licensed and 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 in-force 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. Producer 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.
- This agreement shall terminate automatically, without notice, if Producer ceases to exist as a viable business entity or files Chapter 11 bankruptcy.

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

Taxpayer Name

Tax Identification Number

Sole Proprietor

Business/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 _____