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PRODUCER AGREEMENT

This agreement made by and between Trinity Underwriting Managers, Inc., a Georgia Corporation, hereinafter referred to as TUMI,

and

_____ (Legal name)

of _____ hereinafter referred to as Producer.

(City and State)

Whereas, Producer is desirous of placing contracts of insurance through companies represented by TUMI (those companies referred herein as Insurer) and utilizing the underwriting facilities, knowledge, and services of TUMI, and in consideration of TUMI placing risks of Producer's clients (referred herein as Insured) from time to time with an Insurer or Insurers and for mutual promises and covenants set forth in this document, it is agreed as follows:

AUTHORITY Producer is an agent for the applicant, acts on behalf of the applicant for insurance, and is not acting as an agent, subagent, or broker for TUMI. This agreement or the relationship between the parties and their officers and employees is not intended, and shall not be construed, to create a partnership, joint venture, or employment relationship between TUMI and Producer. Producer is for all purposes an independent contractor.

TUMI shall be the sole judge of whether to accept, reject, or submit to Insurer for acceptance any applications of insurance for risks submitted by Producer and shall incur no liability for failure to place any such risk. Producer shall have no authority to bind any Insurer for TUMI, commit to or issue binders, policies, or other written evidence of insurance on behalf of TUMI or to make representations not strictly in accordance with the provisions of the policies and contracts placed under the terms of this Agreement. Producer shall not make, alter, or vary any terms of coverage, or modify terms of payment of any premium or deposit, or incur any liability for TUMI.

RESPONSIBILITY Producer warrants and represents that Producer is properly licensed to transact business as an agent or broker in accordance with the insurance laws, rules, and regulations of each state in which Producer transacts business. Producer will maintain such license or licenses in good standing for the duration of this agreement and will furnish proof of such licensing upon request by TUMI. Producer will promptly notify TUMI of any suspension, cancellation, or disciplinary action in respect of its license(s).

SURPLUS LINES INSURANCE Producer shall not place an order with TUMI for any excess or surplus lines insurance unless Producer shall have first complied with any applicable state laws requiring the Producer to attempt to procure such insurance from insurers authorized to do business in the State of residence of the proposed Insured. The party responsible for the payment of surplus lines taxes shall also be responsible for full compliance with all relevant surplus lines laws of the pertinent State, including but not limited to, the collection and payment of surplus lines taxes, filing of affidavits, and providing the appropriate statutory and/or regulatory disclosure legends on all documents.

PREMIUM AND ACCOUNTS Producer guarantees the full payment due TUMI of all premiums, including deposit, earned, extension and adjustable premiums, fees, plus applicable state and local taxes, less commission, on every insurance contract bound or written for Producer pursuant to this Agreement. *Producer shall be liable to TUMI for the payment of all premiums, fees, and taxes whether or not collected by the Producer.* TUMI shall allow Producer, as commission, a percentage of the premium written at the rate agreed upon by TUMI and Producer from time to time. TUMI's billings may take the form of binders, invoices, or statements. The net balance will be due and payable as indicated on such billings and may vary based upon the credit terms of the issuing company. The omission of any item(s) from a monthly statement or separate invoice shall not: (1) affect the Producer's responsibility to account for and pay all amounts due; (2) prejudice the rights of TUMI to collect all amounts due from Producer; and (3) extend the time within which Producer must make payment. *Producer's obligation to make payment to TUMI is not contingent upon the issuance of a policy.* Any credit extended to the Insured or others shall be at the sole risk and responsibility of the Producer unless agreed to in writing by TUMI.

FUNDS HELD IN TRUST Producer shall hold funds in a fiduciary account for business generated under this Agreement to the extent required by the insurance laws of each state in which Producer conducts business. Provided Producer is in compliance with all terms of this Agreement, Producer shall be entitled to any interest earned on said funds while so held by the Producer.

CLAIMS Producer shall notify TUMI promptly of any claims, suits, or notices of loss (or circumstances which might reasonably be expected to result in a claim, suit, or notice of loss) and shall cooperate fully with TUMI to facilitate the investigation and adjustment of any claim when and as requested by TUMI.

ADJUSTABLE PREMIUMS Notwithstanding anything to the contrary herein set forth, in the situation where premiums for a policy or policies which have been issued cannot be fully determined in advance and where an adjustment or determination is made by an audit, retrospective rating, or interim reports are fully earned and due at the invoice date as evidenced by a TUMI or insurance company invoice. Producer will make all reasonable efforts to collect amounts due. Producer will be relieved of responsibility for premium, so adjusted or determined, if Producer notifies TUMI in writing within 20 days after said invoice date, stating that Producer has made diligent efforts and is unable to collect such premiums, *and provided the Insurer releases TUMI of liability for such premium*. A copy of the Producer's invoice to the Insured, as well as copies of correspondence pertaining to the collection, must be sent with this notification. Failure to give TUMI timely notice shall constitute Producer's acceptance of responsibility to pay such premiums. If commission applies to these adjustments, none will be allowed to Producer on premiums collected directly by TUMI or Insurer under this provision.

DIRECT COLLECTION If, after the expiration of sixty (60) days from the date liability was assumed by the insurance carrier, TUMI has not received payment due for the applicable coverage, TUMI may, at its option, collect the premium due from the Insured. In the event TUMI collects the premium or any part thereof from the Insured, Producer shall not be entitled to any commission on the premium so collected. Attempts by TUMI to collect from the Insured shall not relieve Producer of liability to TUMI except to the extent of amounts actually collected by TUMI from the Insured, less the expense of such collection.

COLLECTION OF AMOUNTS In the event TUMI shall have to bring any action or proceeding to enforce collection of any amount due under the terms of this agreement, Producer agrees to pay all costs incident thereto, including reasonable attorney's fees and expenses, incurred by reason of such action or proceeding.

CANCELLATION OF INSURANCE TUMI will not recognize flat cancellations unless: (1) written evidence of coverage prior to the inception date of the contract for insurance is provided; and (2) *such credit has been granted TUMI by its Insurer*. Earned premium shall be computed and charged on every binder, policy, or contract cancelled after the inception date in accordance with the cancellation provision of the applicable contract and/or rules of the Insurer. If Producer does not make timely payment of any sums due TUMI, then TUMI may, without limitation of other remedies, initiate with Insurer to cancel the binder, policy, or contract for non-payment. If coverage is bound by TUMI, all additional fees charged by TUMI for the entire policy term shall be fully earned upon binding. Producer hereby acknowledges that TUMI, or its Insurers, is under no duty to reinstate a policy, if the policy is cancelled. Payments made to TUMI do not constitute agreement by TUMI to reinstate, whether such payments are deposited or not. Producer shall not accept from Insured the late payment of premiums with prior knowledge, whether actual or constructive, that the policy for which the late premiums have been collected is cancelled.

UNEARNED COMMISSIONS Producer shall be liable to TUMI and shall pay return commissions at the same rate as originally allowed to Producer for all return premium adjustments or cancellations, including return premium on cancellations ordered or made by the Insurer or Finance Company. Such return commission shall be paid to TUMI by the due date indicated on the billing document. If a return premium becomes due under any contract of insurance and TUMI has been issued a credit or payment has been rendered for such premium by TUMI's Insurer, TUMI will pay to Producer such return premium, less the unearned portion of any commission previously retained by the Producer.

FINANCED PREMIUMS On all premiums which have been financed, TUMI will remit payment for any return premium, less unearned commission, directly to the Finance Company, unless otherwise specified. The ultimate liability of TUMI for payment to a Finance Company, Producer, or Insured shall never exceed the amount of return premium less unearned commission developed. Producer agrees to hold TUMI harmless from any responsibility for payment to Finance Company and further agrees that financing arrangements do not diminish the responsibility for the timely payment of premium by the Producer.

ADVERTISING Producer shall not cause any advertisement referring to or using the name of TUMI or Insurer, or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of TUMI. In the event TUMI suffers a loss or expense arising out of any unauthorized advertisement, publication, or statement of the Producer, the Producer shall be liable for and hereby agrees to indemnify TUMI and hold TUMI harmless from all resulting damages, fines, penalties, and costs.

WAIVER OR DEFAULT Failure of TUMI to enforce any provision of this Agreement or to terminate it, because of a breach hereof, shall not be deemed to be a waiver of such provisions or of any breach committed by the Producer.

SEVERABILITY If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision, which shall remain in full force and effect. Each of the provisions of the Agreement shall be enforceable independently of any other provision, unless expressed otherwise herein.

NO RESPONSIBILITY OR GUARANTEE Producer understands that TUMI assumes no responsibility toward any policy with regard to the adequacy, amount, or form of coverage and agrees to indemnify and hold TUMI harmless from any claim asserted against TUMI in following the instructions of the Producer. TUMI is not an insurer and does not guarantee the financial condition of the Insurers with whom it may place risks. TUMI shall have no liability for non-payment of claims due to the insolvency of an Insurer, or otherwise, under contracts of insurance placed by TUMI.

PRIVACY POLICY Producer shall neither disclose nor use Nonpublic Personal Information (as that term and similar terms are defined in the Gramm-Leach-Briley Act, 15 U.S.C. Section 6801 et. seq. and the applicable state insurance laws and regulations enacted or adopted pursuant to the Gramm-Leach-Briley Act [individually and collectively, the "Act"]) that is received from or collected on behalf of TUMI, except as necessary to permit the Producer to perform its duties under this Agreement, or as otherwise permitted or authorized by the ACT. The Producer shall also implement and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of such Nonpublic Personal Information.

TERMINATION OF AGREEMENT This Agreement may be terminated immediately at any time by either party giving written notice to the other by certified mail, return receipt requested. This Agreement will also terminate: (1) automatically, if any public authority cancels or declines to renew the Producer's license or certificate of authority, (2) automatically, on the effective date of the sale, transfer, or merger of Producer's business with the provision TUMI may, upon review, appoint the successor as a Producer, or (3) immediately, upon either party giving written notice to the other of termination because of fraud, insolvency, failure to pay balances, or willful or gross misconduct. All representations and obligations of the Producer herein shall survive the termination of this Agreement.

After the date of termination of this Agreement, the Producer shall complete the collection and accounting to TUMI for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding policies of insurance, including but not limited to, return premium and return commissions. Outstanding policies will be permitted to run to expiration. In the event of the termination of this agreement, if the Producer has promptly accounted for and paid over premiums for which Producer may be liable, Producer's records and use and control of expirations shall remain the property of Producer and may be left in Producer's undisputed possession. However, if Producer has not accounted for and paid over all premiums for which Producer may be liable, such records and use and control of expiration shall immediately vest in TUMI. Such vesting in TUMI shall be in addition to all other rights which General Agent may have under the terms hereof, including the right to full accounting and payment of all premiums due hereunder.

ERRORS AND OMISSIONS COVERAGE Producer now has, and shall maintain, insurance agent's Errors and Omission coverage with a minimum policy limit of one million dollars (\$1,000,000) while this Agreement is in force and will furnish proof of such coverage upon request by TUMI. Producer will provide TUMI with prompt written notice of any change, cancellation, or other termination of this Policy.

NO REBROKERING Producer shall not act as an underwriter or rebroker (double broker) for any application or policy underwritten pursuant to this Agreement without the express written consent of TUMI.

MARKETING TERMS Upon execution of this Agreement, Producer hereby consents to TUMI periodically communicating with Producer via faxes and emails for product and service updates and general announcements. These communications will cease upon the termination of this Agreement by either party or upon written notice from Producer to TUMI to opt out of receiving such communications.

HOLD HARMLESS TUMI and Producer shall indemnify, defend, and save harmless each other from any loss, claim, liability, damage, and expense (including attorney's fees and expenses of litigation) which each party may incur or suffer by reason of material inaccuracy of any representation or breach of any term, condition, or warranty contained in this Agreement.

ALTERNATIVE DISPUTE RESOLUTION THE PARTIES TO THIS AGREEMENT HEREBY EXPRESS THAT ALL DISPUTES, CONTROVERSIES, OR CLAIMS OF ANY KIND AND NATURE BETWEEN THE PARTIES HERETO, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ITS INTERPRETATION, PERFORMANCE, OR BREACH, SHALL BE RESOLVED EXCLUSIVELY BY THE FOLLOWING DISPUTE RESOLUTION MECHANISMS:

1. Negotiation – The parties hereto shall first engage in a good faith effort to negotiate any such controversy or claim by communications between them. Said negotiations may be oral or written. To the extent they are oral, they must be confirmed in writing.
2. Mediation - Should the above-stated negotiations be unsuccessful, the parties shall engage in mediation pursuant to the American Arbitration Association Commercial Mediation Rules, or such other mediation rule as the parties may otherwise agree to choose.
3. Arbitration - Should the above-stated mediation be unsuccessful, the parties shall agree to arbitrate any such controversy or claim with the express understanding that this Agreement is affected by interstate commerce in that the goods and services which are the subject matter of this Agreement pass through interstate commerce. Said arbitration shall be conducted pursuant to the American Arbitration Association Commercial Arbitration Rules (the "Arbitration Rules") or such other arbitration rule as the parties may otherwise agree to choose.
4. Injunctive Relief – Notwithstanding anything to the contrary herein, TUMI shall have the right to apply at any time to a court of competent jurisdiction to enjoin any breach of this Agreement that would be deemed material and would result in immediate and irreparable injury to TUMI, which is, not properly or completely compensable by damages in an action at law, and to recover all costs of such action, including reasonable attorney's fees.

All of the rights and remedies of TUMI hereunder shall be cumulative and not alternative. THE PARTIES UNDERSTAND AND AGREE: (i) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (ii) THAT PRE-ARBITRATION DISCOVERY IN ARBITRATION PROCEEDINGS IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; AND (iii) THAT THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING, AND (iv) EITHER PARTY'S RIGHT OF APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS, IS STRICTLY LIMITED.

THE VENUE FOR MEDIATION AND/OR ARBITRATION UNDER THIS PARAGRAPH SHALL BE IN THE CITY OF POOLER, STATE OF GEORGIA.

GOVERNING LAWS This Agreement shall be deemed to have been made and performed in Chatham County, Georgia, and shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia. The rights, duties, and obligations of the parties to this agreement, to such extent they are not dealt with specifically or by necessary implication in this instrument, shall be in accordance with the customs prevailing in the surplus lines and special risks insurance business in the state in which the Producer is domiciled.

ENTIRE AGREEMENT This Agreement constitutes the entire agreement between TUMI and Producer and supersedes and replaces any previous agreements between TUMI and Producer. No oral promises or representations shall be binding, nor shall this Agreement be modified, except by agreement in writing and executed by TUMI. This Agreement shall apply to current policies already placed through TUMI and in force at the date hereof and all future policies which may be placed by TUMI for Producer.

EXECUTION AND ACCEPTANCE OF AGREEMENT Producer acknowledges that a breach of any of the terms, conditions, or provisions of this Agreement by the Producer may give rise to a cause of action by TUMI against the Producer and/or may result in disciplinary action by TUMI, including but not limited to, the termination of this Agreement, all in the sole discretion of TUMI. Each individual who executes this Agreement in a representative capacity represents and warrants that he or she has the full right and power to execute this Agreement and to bind the entity or individuals on whose behalf he or she so signs. If the Producer is an individual, the individual must sign; if the Producer is a partnership, one of the partners must sign; if the Producer is a corporation, an authorized officer must sign and indicate the title of such authorized officer. The parties hereto agree this Agreement shall not become effective until accepted by TUMI.

PRODUCER: _____ WITNESS: _____
BY: _____ DATE: _____
TITLE: _____
(Must be Owner, Partner, or Authorized Officer)

Agreement Accepted and Effected by TUMI.

BY: _____ DATE: _____
TITLE: _____

Please complete, sign and return **ORIGINAL AGREEMENT** along with the following:

Copy of your **INSURANCE LICENSE issued by your state of residence (include non-resident for states agreed)**

Copy of your **E & O POLICY DEC. PAGE.**

Completed **PRODUCER PROFILE.**

Please check one: Corporation Partnership Sole Proprietorship

Federal Tax I.D. Number: _____ (SS Number if Individual) _____

Surplus Lines License Number: _____ (If applicable) _____