



PRODUCER AGREEMENT

This AGREEMENT (the "AGREEMENT") is made and entered into in this _____ day of _____, 20____ by and between MacNeill Group, Inc. ("MACNEILL"), a Florida corporation and ("Producer"), a _____
(Type of entity, State and County Corporation Registered)

WITNESS

WHEREAS, MacNeill represents insurance companies and other authorized entities in the placement and writing of insurance generally; and

WHEREAS, Producer requires the services of MacNeill to place insurance for its clients commonly referred to as insureds; and

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

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

SECTION 1. SCOPE OF AGREEMENT BETWEEN THE PARTIES

This agreement governs the relationship between MacNeill 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.

SECTION 2. PRODUCER'S STATUS AND DUTIES

- It is understood that Producer is an independent contractor and not an agent, employee or representative of MacNeill. Producer has no authority to bind insurance coverage on behalf of MacNeill or any insurance company or underwriter represented by MacNeill.
- Producer shall have ownership of all business subject to this Agreement. Producer agrees to keep complete records and accounts of all transactions entered into as a result of this Agreement and will allow MacNeill to inspect and audit all such records and accounts.
- Producer acknowledges its obligation to fully inform all clients or insureds of the terms, conditions, exclusions and limitations of any insurance placed through MacNeill. Producer further acknowledges its responsibility to request proper insurance coverage for its clients, review all quotes, binders, and policies for accuracy and to keep Producer's clients fully informed of the amounts, terms and details of such coverages.
- 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 shall maintain such licensure in good standing in such states so long as this Agreement is in effect, and further Producer agrees to act in compliance with all laws and regulations regarding placement of insurance with admitted and/or non-admitted insurance companies in each such state.



SECTION 3. PLACEMENT OF INSURANCE

Producer shall comply with all state laws and rules applicable to placing any order, and obtaining coverage for admitted and/or non-admitted insurance with MacNeill. Coverage will be “bound” only when confirmed in writing to the Producer by MacNeill. All required applications and supporting documents may be submitted by mail, in electronic image format or via facsimile.

Producer is authorized to submit to MacNeill applications for the types of insurance that appear listed on “Schedule A”, which is attached and made part of this Agreement. Producer shall be responsible for assuring that all submitted applications are complete and accurate and in compliance with applicable application requirements for the coverage.

Producer understands and agrees that MacNeill is under no obligation to provide Producer advance notice of any expiration, or expiration date, of any insurance coverage that Producer has procured through MacNeill, except as required under governing state laws and rules. In the event that MacNeill does not render advance notice of expiration, MacNeill shall in no way incur any liability to Producer or Producer’s client/insured or to any other third party.

SECTION 4. THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK.

SECTION 5. PAYMENT OF PREMIUM

Producer guarantees payment to MacNeill of all premiums, including applicable fees and taxes, billed to Producer, on or before the due date specified, for all binders or policies placed by MacNeill for the Producer, notwithstanding the ability of Producer to collect premiums from the insured and without regard to any financing agreement. If Producer does not pay and remit to MacNeill within the time specified on the invoice or binder, whichever is applicable, MacNeill is authorized to cancel any binders, certificates or policies for which MacNeill has not been paid, in accordance with applicable law, and Producer agrees to pay the earned premium on such canceled policies, certificates or binders. If payment of such earned premiums is not received when due, MacNeill is entitled to withhold the amount of any unpaid or overdue charges from any subsequent commission payments due to the Producer.

If policies are direct billed by the insurance company or by MacNeill, the billing party will become responsible for the collection or cancellation for non-payment or non-remittance of the premium.

SECTION 6. PRODUCER COMPENSATION

MacNeill shall pay commissions to the Producer due on business placed by the Producer and written through MacNeill in accordance with the commission schedule made part of this Agreement under “Schedule A”. Commissions to be paid the Producer are based on the full amount of the annual premium but no commission will be paid on unremitted or unpaid premium, inspection or policy fees, taxes, statutory surcharges or other similar charges billed to or collected from the insured. If previously authorized in writing by MacNeill, the Producer may withhold the exact amount of the commission due and shall submit payment on a NET basis to MacNeill promptly and in no case later than the 15th of the month following the end of the month in which (a) the coverage became effective or (b) the policy is issued, whichever is later.

For policies that are “Direct Billed” by the insurance company or by MacNeill, commissions will be earned on that portion of the premium that is paid and received during the monthly accounting period. MacNeill will include all direct-billed paid transactions in the monthly statement of commissions to the Producer.



Commissions on adjustments to premiums through endorsements or cancellations will also be deemed earned when paid and properly remitted to MacNeill. If at the close of any monthly period, the Producer owes commissions back to MacNeill as a result of cancellations or adjustments to premiums or obligations to remit unearned premium, the Producer agrees to reimburse MacNeill by the end of the month in which a Commission Statement is received indicating that such return commissions or refunds are owed by the Producer.

The Producer and MacNeill may, on occasion, negotiate a different commission rate than shown on Schedule A for a specific policy. Such change of commission shall be provided in writing by MacNeill.

SECTION 7. ACCOUNTING

Producer shall pay and remit to MacNeill any premiums or sums due MacNeill in accordance with terms indicated by MacNeill's invoices or binders provided to Producer in time to be received and recorded by MacNeill's accounting department no later than the date indicated on each invoice or statement. If a discrepancy exists in accounting between Producer and MacNeill, it shall be Producer's responsibility to notify MacNeill, in writing, within ten (10) days from receipt of binder or invoice, or within fifteen (15) days from the month end of the policy's or policies' effective date(s), whichever shall occur earlier.

SECTION 8. CANCELLATION OF INSURANCE

There shall be no flat cancellation, or cancellation back to the date of inception, of any insurance coverage bound and/or written at the request of Producer under any circumstances, except as prescribed by state law and as agreed to by MacNeill. Unless otherwise specified by MacNeill in writing, all coverage placed and provided by MacNeill at the request of Producer shall be submitted with the understanding that policies are not subject to flat cancellation, and shall be canceled in accordance with the provisions of this Agreement or the policy's terms, insurance carrier's procedures and applicable law. In consideration of the commission paid to Producer on all premiums and additional premiums, the Producer agrees to refund commission to MacNeill on all returned or unearned premiums at the same rate at which such commission was originally paid.

When premiums are financed through a Florida licensed Premium finance Company (PFC), MacNeill will honor the PFC's cancellation notice for non-payment of premium as legally binding and will cause to have refunded the unearned portion of the premium directly to the Premium Finance Company subject to any minimum earned premiums, if such apply, and the provisions of the next paragraph.

MacNeill will not be responsible to return unearned premiums to any PFC, unless MacNeill has received a copy of the premium finance contract and the check in payment of the premium is drawn on the PFC's account and has cleared, or MacNeill has otherwise been made aware and acknowledged in writing that there is a premium finance agreement in place. The Producer acknowledges and agrees that Producer will make restitution and payment to the PFC when Producer has received such return premiums from MacNeill or the insurance company and that Producer is and shall be solely responsible to the PFC regarding any dispute arising from MacNeill's remittance or the application of minimum earned premiums against the unearned premium balance.



SECTION 9. ELECTRONIC COMMERCE - ON-LINE USER NAMES AND PASSWORDS

When MacNeill makes available to the Producer the ability to generate quotations, applications or submissions for insurance via one or more automated systems provided by or through MacNeill, Producer, after being properly authorized by MacNeill in writing to use such system(s), shall receive a designated user name identification and temporary password from MacNeill. Producer shall review the system's operating instructions provided by MacNeill and will follow directions to obtain initial system access codes and update passwords as necessary.

Producer shall be responsible for maintaining the confidentiality of its user name, password and account and shall be fully responsible for all activities that occur under its account and to change the password to the account whenever necessary to prevent unauthorized individuals from accessing the system(s). Producer shall promptly notify MacNeill of any unauthorized use of its password or account or of any other breach of security.

Producer agrees that these automated systems may become inaccessible at certain times due to reasonable and customary maintenance or repair and/or reasons beyond MacNeill's control, MacNeill accepts no responsibility for the agent's inability to access such automated systems.

All systems authorizations and usage provided to Producers pursuant to this provision shall terminate upon the termination of this Agreement.

SECTION 10. REPORTING OF CLAIMS AND LOSSES

Producer agrees to report in writing to MacNeill immediately upon receipt any claim, loss, or occurrence or possible claim, loss, or occurrence it has knowledge of and to immediately report, in writing, any fact, occurrence, or incident that may result in a loss, claim, or occurrence under any policy of insurance placed through MacNeill. Producer does not have authority to adjust, handle, investigate or provide coverage opinions regarding any claim, loss or occurrence. Producer shall cooperate fully with MacNeill and/or its insurance carriers in the investigation and adjustment of any claim, if required.

SECTION 11. ADVERTISING

Producer may not, without the express written consent of MacNeill, issue, print or circulate any letter, pamphlet, advertisement, publication or statement, oral or written, referring in any way to MacNeill or representing any relationship of any kind between Producer, MacNeill or any market represented by MacNeill. Producer specifically agrees to indemnify MacNeill for any loss, legal fees, or other expense it may sustain from any unauthorized advertisement, publication or statement by Producer.

SECTION 12. ERRORS AND OMISSIONS INSURANCE

Producer agrees to have and maintain errors and omissions insurance coverage for itself and its agents or representatives, solicitors, servants and employees in an amount not less than \$500,000 per occurrence and \$1,000,000 in the aggregate, placed with an insurance carrier that is rated "A-" or better by A.M. Best Company. A copy of the policy or confirmation of coverage shall be submitted annually to MacNeill. This Agreement shall terminate automatically in the event Producer fails to provide the required confirmation of coverage.



SECTION 13. INDEMNITY AGREEMENT

MacNeill shall indemnify and hold the Producer and its officers, employees, and designees harmless from and against any and all claims, suits, actions, judgments, loss or expense the Producer may incur or become obligated to pay as a result of any act or omission constituting gross negligence or willful misconduct of MacNeill in its processing or handling of insurance business placed by the Producer through MacNeill under this Agreement, except to the extent that the Producer has caused, or contributed to such error, omission, or negligence.

Producer shall indemnify and hold MacNeill and its officers, employees, and designees harmless from and against any and all claims, suits, actions, judgments, loss or expense MacNeill may incur or become obligated to pay as a result of any act, failure to act, error, omission, negligence or breach of this Agreement by Producer, including, but not limited to, any failure of Producer or any of its agents, servants or employees to fulfill all obligations of the Agreement or to act in a lawful manner, except to the extent that MacNeill has caused, exacerbated or contributed to such error, omission, or negligence.

Each party shall promptly provide written notice to the other party of any claimed obligation of the other party arising under this indemnification provision. Such notice must be provided by the party seeking indemnification within thirty (30) days after receipt of notice of the possible claim, suit, action, judgment, loss or expense giving rise to the obligation to indemnify.

SECTION 14. TERMINATION

This Agreement may be terminated at any time by either party upon 30 days advance written notice mailed to the address of the other party as set forth in the Notice provisions hereof provided however that MacNeill may terminate this Agreement immediately in the event of any of the following:

- Producer ceases business operations, becomes insolvent, assigns all or substantially all of its assets for the benefit of creditors or files for bankruptcy protection or for a financial reorganization.
- Material breach of this agreement by the Producer which is not cured and resolved to MacNeill's satisfaction within 30 days of written notice by MacNeill.
- The Producer fails to remit premiums or return commissions as required under this agreement and which are not remitted within 30 days of written notice by MacNeill.
- The Producer's insurance license is not renewed or is revoked.
- The Producer commits fraud, forgery, misrepresentation or is convicted of a felony.
- The foregoing list of examples for cause shall not be construed to exclude any other possible ground as cause for termination of this Agreement.

Termination will not affect the provisions of this Agreement with regard to any policy of insurance paid for and placed through MacNeill by Producer in accordance with the provisions of this Agreement during the term of this Agreement prior to the date of termination. The parties hereto acknowledge that they shall continue to be bound and shall perform, subsequent to the termination of this Agreement, all the obligations set forth herein necessary to fulfill the obligations of the parties pursuant to this Agreement.

SECTION 15. CONTROLLING LAW

This Agreement shall be controlled and be subject to the laws of the State of Florida.



SECTION 16. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements between the parties and constitutes the sole and entire agreement setting forth the benefits and obligations of the parties thereto.

SECTION 17. SEVERABILITY

The invalidity or unenforceability of any provision of Agreement shall not affect the other provisions hereof, and Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

SECTION 18. ASSIGNMENT

Producer may not assign this Agreement without the written consent of MacNeill.

SECTION 19. WAIVER

The failure of MacNeill to take any action or to delay taking any action respecting any default by the Producer or its Producers shall not be deemed to constitute a waiver of the default or any subsequent default or an amendment to this Agreement.

SECTION 20. JUDICIAL JURISDICTION

Any controversy arising under, out of, in connection with, or relating to this agreement or the breach thereof shall be determined by the courts of Broward County, Florida. In any action by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement from the other party for all reasonable costs and expenses including, but not limited to, attorneys' fees incurred by the prevailing party in connection with such litigation, including any appeal there from.



SECTION 21. NOTICES

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein, or as otherwise may be required or necessitated by this Agreement, shall be given by regular first class mail and shall be mailed to the respective parties as follows:

As to MacNeill Group:

As to Producer:

MacNeill Group, Inc.
1300 Sawgrass corporate Pkwy # 300
Sunrise, FL 33323
Attn.: Marketing Department

Agency Name and Address:

Executed on the _____ day of _____, 20

By: _____

By: _____

Name and title

Name and title

Date

Date

Witness

Witness



ADDENDUM 1 - FLOOD INSURANCE PRODUCER AGREEMENT

This Addendum is made part of the Producer Agreement between MacNeill Group, Inc. ("MacNeill") and ("Producer") and is effective .

MacNeill and the Producer mutually agree as follows:

I Duties of Producer

- A. To solicit and submit applications together with premiums due, for the Standard Flood Insurance Policy as authorized under the National Flood Insurance Act, subject to the published authority of the Federal Emergency Management Agency/Federal Insurance Administration (FEMA/FIA).
- B. To obey and comply with all State Insurance Department (or other agency regulating insurance) regulations governing the territory in which the Producer is authorized to solicit business.
- C. To comply with the underwriting guides, bulletins, manuals, and written instructions issued by or through MacNeill or the Federal Emergency Management Agency/Federal Insurance Administration (FEMA/FIA) regarding the solicitation and submission of flood insurance applications.
- D. To report all claims and claims related activity promptly to MacNeill or its representative.

II. Limitation of Producer's Authority

- A. No provision of this Agreement shall be construed to create the relation of employer and employee between MacNeill and the Producer, and the Producer shall act as an independent contractor and be free within the prescribed underwriting guidelines of MacNeill or the Federal Emergency Management Agency/Federal Insurance Administration (FEMA/FIA) in force at the time to exercise the Producer's own judgment as to the persons whom the Producer will solicit, and the time, place, and manner, and the amount of such solicitation.
- B. The Producer has no authority to extend time of payment of premiums, or to waive or extend any obligation or condition of the Standard Flood Insurance Policy, or incur any liability on behalf of MacNeill or the flood insurance carrier.
- C. The Producer shall not participate in the settlement of claims, pay claims, or commit MacNeill or the flood insurance carrier to the payment of claims.



All other terms and conditions of the Producer Agreement to which this Addendum 1 is attached also apply to this Addendum.

Executed on the _____ day of _____, 20____

Agency Name and Address:

MacNeill Group, Inc.
1300 Sawgrass corporate Pkwy # 300
Sunrise, FL 33323

By: _____

By: _____

Name and title

Name and title

Date

Date

Witness

Witness



SCHEDULE A

This schedule is made part of the Producer Agreement between MacNeill Group and _____ and applies to policies effective on or after _____.

Authorized for the following Departments	Line of Business	Commission Rates *	
		New	Renewal
<input type="checkbox"/> Commercial Lines			
	MacNeill's Binding Authority – Except Transportation	12%	12%
	MacNeill's Binding Authority – Transportation	10%	10%
	MacNeill's Brokerage Authority – Except Transportation	10%	10%
	MacNeill's Brokerage Authority – Transportation	10%	As quoted
	Capacity Insurance Company	10%	10%
<input type="checkbox"/> Personal Specialty Lines			
	Dwelling Fire	10%	10%
	Homeowners	10%	10%
	Farm & Ranch	10%	10%
	Personal Liability– USLI/MtVernon	12%	12%
	Personal Liability - Other	10%	10%
	Personal Umbrella - USLI/Mt Vernon	12%	12%
	Personal Umbrella - Other	10%	10%
	Excess Umbrella	12%	12%
	Personal Inland Marine	10%	10%
	Vacant Dwelling Program- Scottsdale	15%	15%
	Vacant Dwelling Program-Other	10%	10%
	Misc Personal Lines – USLI/MtVernon	12%	12%
	Misc Personal Lines – Other	10%	10%
<input type="checkbox"/> Flood			
	American Bankers – WYO Program	%	%
<input type="checkbox"/> Excess Flood			
	Lloyd's Excess Flood Program	New & Renewal:	10% (adjustable)