



Bass & Associates Inc.

**Dbas: Maverick Commercial Insurance Svcs.**

Lic. #OB91482

[www.maverickinsure.com](http://www.maverickinsure.com)

Re: Agency Appointment

In order to become an appointed producer of Maverick Commercial Insurance Services, please sign and return the enclosed agreement (initial each page) and return it to our office along with the requested information

- Copy of Current California State License
- Copy of Current E&O Declarations Page
- Agency Information
- Signed Producer Agreement (Note: Initial bottom of each page of agreement)
- W-9 form - Request for Taxpayer ID

Please forward the above indicated document(s) to our office at your earliest convenience. A signed copy will be returned to you for your files. We look forward to continuing business with your firm. If you have any questions please do not hesitate to contact us at any time.

Sincerely,

Sally Bass  
Maverick Commercial Insurance Svcs.

Bass & Associates Inc. dba: Maverick Commercial Insurance Svcs. Lic. #OB91482  
23945 Calabasas Rd. Ste. 107, Calabasas, CA 91302 Ph: (818) 223-0011 Fax: (818) 223-0012

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**PRODUCER AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, by and between Bass & Associates Inc. DbA: Maverick Commercial Insurance Services (hereinafter "Wholesaler"), and \_\_\_\_\_ (hereinafter "PRODUCER").

**WITNESSETH**

*Whereas*, the PRODUCER warrants and represents that it is a duly and properly licensed Insurance Broker or Retail Producer in those states, territories, and jurisdictions where it conducts an insurance business relevant to this Agreement, and *Whereas*, the PRODUCER is desirous of obtaining from Wholesaler professional insurance services to assist PRODUCER with the placement of Insurance for the PRODUCER'S customers,

**AGREEMENT**

**ARTICLE 1:** The Wholesaler authorizes PRODUCER and PRODUCER agrees to collect premiums for insurance placed by Wholesaler on the instructions of PRODUCER. The Wholesaler shall invoice PRODUCER for each placement or transaction and PRODUCER shall remit payment per the terms of the Wholesaler's invoice.

**ARTICLE 2:** The Wholesaler agrees to pay to the PRODUCER and PRODUCER agrees to accept as full compensation for insurance produced by PRODUCER and placed by Wholesaler the rate of commission established by Wholesaler for each placement or transaction, per Wholesaler's invoice. For cancellations ordered or made by the Wholesaler, the PRODUCER shall remit to the Wholesaler a return commission at the same rate of commission invoiced by the Wholesaler on any return premium regardless of whether the PRODUCER shall have collected the premium from the insured.

**ARTICLE 3:** The PRODUCER unconditionally guarantees prompt payment to the Wholesaler of all premiums due as stated in ARTICLES 1 & 2 above. For policies that are issued subject to premium audit by the insurer and as to which the PRODUCER or insured has arranged premium financing, the PRODUCER unconditionally agrees, in the event of cancellation of such policies, to be fully responsible for paying the amount of the return premium due to the premium finance company under premium financing agreements where the insurer determines, upon premium audit, that earned premium exceeds the financed premium. PRODUCER shall remain responsible for payment of return premium and related commissions, fees, and other charges regardless of financing arrangements.

**ARTICLE 4:** PRODUCER shall remit all broker fees due Maverick Commercial Insurance Services within the specified time on the quotation on binding a new or renewal risk. PRODUCER expressly grants Maverick Commercial Insurance Services a lien on all commissions payable under this agreement to secure payment to Maverick Commercial Insurance Services of all outstanding broker fees. Broker fees are fully earned upon binding of an insurance policy.

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**ARTICLE 5:** The PRODUCER may be relieved of its responsibility to guarantee payment of audit premiums, if the PRODUCER makes a written request in each case in which it seeks to be so relieved. The Wholesaler will grant this request only if the Wholesaler has obtained the insurance carrier's consent. Any request by the PRODUCER to return audit billings must be made in writing within 30 days of the billing effective date. The PRODUCER acknowledges that the return of an audit invoice forfeits its right to any commission on that billing. No commissions will be payable to the PRODUCER on premiums collected by the wholesaler or the insurer. Retailer agrees to cooperate with Wholesaler or the insurer on direct collections.

**ARTICLE 6:** The PRODUCER agrees to collect all State and Federal taxes, Surplus Lines premium taxes, stamping fees, and all other applicable fees and charges, and to remit same to appropriate authorities or organizations in compliance with applicable law, regulations, and this Agreement, or as otherwise instructed by the Wholesaler. In the event a portion of the premium shall be returned by reason of a premium adjustment to or cancellation of the policy for any reason whatsoever, no amount of premium tax or other amounts shall be returnable by Wholesaler until recovered by Wholesaler and the amount to be returned shall in no event exceed the amount so recovered. The PRODUCER shall reimburse, indemnify, and hold the Wholesaler harmless unconditionally for the amount of any fees, penalties or other amounts incurred by or assessed against the Wholesaler due to PRODUCER'S noncompliance with or violation of any law, regulation, or this Agreement.

**ARTICLE 7:** Having represented and warranted that it is properly licensed to transact and conduct an insurance business in accordance with this agreement, the PRODUCER, upon request of the Wholesaler, agrees to furnish the Wholesaler with current copies of all relevant licenses. The PRODUCER further represents and warrants that it is in compliance with all applicable laws and regulations relevant to this Agreement, and that **it** will continue to abide by and comply with all applicable laws and regulations, including local, state and federal tax laws. The PRODUCER also agrees that it will hold harmless, defend and indemnify the Wholesaler for and against any and all liabilities, fines, penalties, or other amounts attributable in whole or in part to the Retailer's noncompliance with or breach of this Agreement. Furthermore, the PRODUCER agrees to promptly inform the Wholesaler of any regulatory inquiries or disciplinary action.

**ARTICLE 8:** The PRODUCER agrees that it is fully and exclusively responsible for being familiar with the coverages, exclusions, terms and conditions of policies placed by the Wholesaler on the instructions of the PRODUCER and for advising the PRODUCER'S customer regarding suitability of such coverages, exclusions, terms, and conditions. The Wholesaler is not an insurer and does not guarantee financial condition of insurers with whom it places risk. Furthermore, the Wholesaler is not liable for nonpayment of claims due to insurer insolvency.

**ARTICLE 9:** The PRODUCER agrees that it is deemed as the originator of all business placed with by, or through the Wholesaler, regardless of whether another Retail Broker or Retail Producer is involved in the production of such business.

**ARTICLE 10:** Subject to the rules of the state of jurisdiction governing the insurance/contract, nothing in this Agreement shall be construed as limiting or restricting the right of the Wholesaler to cancel any contracts of insurance issued under this Agreement.

**ARTICLE 11:** The PRODUCER has no authority to bind or otherwise accept any risk on behalf of the Wholesaler.

**ARTICLE 12:** The PRODUCER agrees that it will maintain Errors and Omissions Insurance coverage at all times with coverage limits of at least \$1,000,000. The PRODUCER agrees to provide the Wholesaler proof of insurance at the request of the Wholesaler and further agrees to promptly notify the Wholesaler if coverage is ever discontinued or canceled.

**ARTICLE 13:** PRODUCER understands that Wholesaler will bind or place insurance solely upon the instructions of the PRODUCER and that the Wholesaler assumes and undertakes no legal obligation or other responsibility regarding the suitability, adequacy, or appropriateness of limits or coverage, all of which shall be the exclusive responsibility and obligation of the PRODUCER. The PRODUCER agrees to indemnify, defend and hold Wholesaler harmless from any and all liability, loss, expense, penalty, fine, attorney fees, costs of suit and other amounts associated with any claim asserted against or incurred by Wholesaler in reliance on the instructions of PRODUCER.

