

# PRODUCER AGREEMENT

Assigned Producer Code: \_\_\_\_\_

Producer's Legal Business Name (as entered in W9 Form):				Producer's Preferred Business Name or DBA, if any:			
Street Address	Street Name and Number (No P.O. Boxes):		Suite / Office	City		State	Zip Code
	Enter Address or mark box if Same as Above		Suite / Office	City		State	Zip Code
Mailing Address	Street Name and Number (No P.O. Boxes):		Suite / Office	City		State	Zip Code
	Enter Address or mark box if Same as Above		Suite / Office	City		State	Zip Code
Primary Telephone		Alternate Telephone		Fax		Website	
Insurance License #		License Expiration (MM/DD/YYYY)	Licensing State:	Nat'l Producer Number (NPN)	# of Offices	# of Employees	
Person Authorized to Sign this Producer Agreement (Principal, Owner, Executive):							
Authorized Signer's Full name:			Title / Position:			Email Address:	
Designated MexiPass Account Administrator*:	*The "Account Administrator" is the person that you are designating to register and manage your MexiPass online account as your "Master User". The "Master User" will have the highest rights and permissions on your account, will be responsible to create accounts for other users and assign them rights and permissions, and will be able to view broker statements.					Mark here if Same as Person Signing Agreement	
Account Administrator's Full name:			Title / Position:			Account Administrator's Email Address:	

**AGREEMENT** between \_\_\_\_\_, an Insurance Agent/Broker, hereinafter referred to as "**PRODUCER**", and MexiPass International Insurance Services, LLC, D.B.A. MexiPass Global Assurance, hereinafter referred to as "**MGA**".

**PRODUCER** desires to secure insurance coverage for risks with international exposures in Mexico and other foreign countries on behalf of its clients (insureds) through the facilities provided by **MGA** and **MGA** agrees to make facilities available to **PRODUCER** for placement of such insurance on the terms and conditions specified in this agreement.

### PRODUCER BINDING AUTHORITY:

**PRODUCER** may be authorized to bind new and renewal risks and additional coverage in strict compliance with the underwriting guidelines, systems and/or instructions provided by **MGA**. **MGA** and/or the insurer(s) reserve the right to reject risks that do not qualify within the scope of the underwriting guidelines or **PRODUCER** authority. In the event **PRODUCER** issues an unauthorized policy or binder, **PRODUCER** agrees to reimburse **MGA** or the applicable Insurance Company for any expenses incurred because of the unauthorized issuance, including claims for indemnification, claims expense or attorneys' fees incurred by **MGA** or the applicable Insurance Company denying liability or collecting reimbursement.

### PAYMENT OF PREMIUMS:

**PRODUCER** has the authority to collect premiums. All premiums received by **PRODUCER** shall be held in **PRODUCER'S** account for **MGA** as trustee, until delivered to **MGA**. Premiums must be paid in compliance with the instructions provided on the **MGA** online website, underwriting guidelines or specific instructions provided by **MGA**. **PRODUCER** agrees to pay **MGA** all earned premiums, including audits, whether or not the premium was collected from the insured, unless **PRODUCER** notifies **MGA** in writing within thirty (30) days of the due date of such premiums of its inability to collect such premiums. Should **PRODUCER** fail to pay **MGA** any premium, return commission or other moneys when due, **PRODUCER** agrees to bear any collection or other expenses, including reasonable attorneys' fees and costs incurred by **MGA** to enforce collection.

### COMMISSIONS:

**MGA** agrees to pay **PRODUCER** commissions on all paid premiums, exclusive of fees, at the rates specified on the **MGA** online website, underwriting guidelines, rate schedules or as quoted or agreed with **PRODUCER** with respect to the kind of coverage, class of risk and/or Insurance Company. **PRODUCER** shall refund to **MGA** the commission on cancellations and

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return premiums at the same rate at which such commissions were originally paid. Should it become necessary for **MGA** to enforce collection of premiums, **PRODUCER** agrees to forfeit all rights to commissions on premiums so collected.

**CANCELLATIONS:**

The parties agree that the insurer(s) and/or **MGA** reserve the right to cancel any policy of Insurance by direct notice to the insured, copy of which shall be sent to **PRODUCER**.

**EXPIRATION AND RENEWAL NOTICES:**

**MGA** will provide **PRODUCER** access to expiration reports published on the **MGA** online website. In addition, **MGA** and/or the Insurance Company may send emails with renewal notices directly to the insured, copies of which shall be sent to **PRODUCER**. Failure of **MGA** to provide such notices shall not render **MGA** liable.

**OWNERSHIP OF BUSINESS:**

Both parties to this agreement expressly recognize the independent ownership by **PRODUCER** of the insurance business placed pursuant to this agreement. In the event this agreement is terminated, **PRODUCER** shall retain ownership of the business placed pursuant to this agreement; provided **PRODUCER** is not delinquent for any premium owed to **MGA**.

**ADVERTISING, PRODUCER EXPENSES:**

**PRODUCER** shall submit to **MGA** for approval in writing all advertising, listings or other printed matter of any kind which includes **MGA** or its insurers' names, insignia or rates and wait for approval in writing before any publication or dissemination thereof. **MGA** shall have no responsibility whatsoever for any **PRODUCER** expenses.

**LIMITATIONS OF PRODUCER:**

**PRODUCER** has no authority to process or adjust claims and must notify **MGA** or an approved adjuster of any claim as soon as possible. No act or statement of **PRODUCER** shall in any way be binding on **MGA** or any insurer represented by **MGA**, unless **PRODUCER** shall have received prior written approval from **MGA** to so act or state.

**INDEMNITY:**

**PRODUCER** and **MGA** agree to indemnify and hold each other harmless from any and all expenses, costs, and attorney or counsel fees; for any cause of action, loss or damage arising from fraudulent or unauthorized acts or neglect by **MGA** or **PRODUCER** or their agents, solicitors or employees.

**ERRORS AND OMISSIONS INSURANCE:**

**PRODUCER** agrees to purchase and maintain in force, as long as this agreement is in effect, an Insurance Agent's/Broker's Errors and Omissions policy and to provide **MGA** with a copy, if requested. The cost of said policy shall be at the expense of **PRODUCER**.

**ASSIGNMENT:**

This agreement and **PRODUCER'S** rights under it may not be assigned without the prior written consent of **MGA**.

**NON-ADMITTED CARRIER (S):**

**PRODUCER** is made aware that under the legal systems of other countries, it may be a requirement to have insurance purchased from insurance companies licensed in such countries and not in the United States of America (USA). **PRODUCER** acknowledges that insurance secured under this agreement may be placed with companies licensed and admitted in the countries where coverage is being required, but considered alien or Non-Admitted in the USA.

**PRODUCER'S LICENSING:**

**PRODUCER** warrants that proper insurance licenses for the classes and types of insurance coverages to be procured through the facilities of **MGA** will be maintained in the States or territories of **PRODUCER'S** operations.

**TERMINATION:**

This agreement may be terminated at any time by ten (10) days' written notice of either party to the other, but said termination shall not alter in any way the continued application of this agreement to insurance policies effected prior to the date of such termination. All supplies furnished to **PRODUCER** by **MGA** shall be promptly returned to **MGA** in the event of termination of this agreement.

Date Executed: \_\_\_\_\_

Executed in: Pasadena, CA

**FOR PRODUCER:**

**FOR MGA:**

Name: \_\_\_\_\_

Jorge Luis Cacho-Sousa, MBA

Title: \_\_\_\_\_

Vice President of Sales & Marketing

Signatures: \_\_\_\_\_

\_\_\_\_\_