



## PRODUCER AGREEMENT INTRODUCTION

ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE is structured to provide you with the service, beyond that usually associated with managing general agents. We wish to become your prime source for the placement of your business.

In this vein, we are also doing our due diligence that the insurance companies we utilize on your behalf are financially sound and can provide good service in all areas, including claims. We have an Agency Agreement between you and us, which clearly delineates our roles, and states that you own your business. Please read this agreement in full, sign and date both copies, and return them to us, with a copy of your Errors and Omissions Policy Declarations page, a copy of the principal agent's license and the Agency Profile. Upon agreement, we shall sign your copy and return it to you for your files.

ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE reserves the right to run credit and other checks on your business, with all information so developed being held as confidential and privileged. In some instances, we may request additional information.

**In summary, please return the following to our office:**

- Fully Completed, signed and dated Agency Profile
- Both Copies of the Agency Agreement signed and dated.
- Copy of the principal agent's Florida License
- Copy of the Declaration Page of your Agency E & O policy.

**If the Agency Name is not a Filed Florida Corporation, then the Agreement will; be between the principal licensee and ABCO INSURANCE UNDERWRITERS, Inc. or ABCO PREMIUM FINANCE, Inc.**

If you have any questions, you can call your ABCO Field Representative direct, or our office at (305) 461-0950. We look forward to your participation as a member agency.



## AGENCY PROFILE

### 1. LEGAL NAME OF

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AGENCY :

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ADDRESS OF AGENCY :

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NAME OF PRINCIPAL :

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AGENT :

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TELEPHONE NUMBER :

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FACSIMILE NUMBER :

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E-MAIL ADDRESS :

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### 2. OTHER LOCATIONS

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ADDRESS :

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NAME OF PRINCIPAL AGENT :

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ADDRESS :

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NAME OF PRINCIPAL AGENT :

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### 3. AGENCY IS

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AN INDIVIDUAL                       A PARTNERSHIP                       A CORPORATION

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NAME OF AGENCY OWNERS	PERCENTAGE OWNED
A	%
B	%
C	%

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YEAR AGENCY ESTABLISHED :

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FEDERAL ID NUMBER (OR) :

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SOCIAL SECURITY NUMBER :

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### 4. STATE AGENTS LICENSE NUMBER AND STATES LICENSED

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AGENT NAME	AGENT / BROKER LICENSE #	SURPLUS LINES LICENSE #	STATE

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## AGENCY PROFILE

### 5. IS THE AGENCY ENGAGED IN ANY OTHER BUSINESS?

YES       NO

IF YES, GIVE DETAILS :

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LIST ALL INSURANCE COMPANIES THAT WRITE MORE THAN 20% OF YOUR BUSINESS:

INSURANCE COMPANY NAME	%	BINDING AUTHORITY	
A	%	<input type="checkbox"/> YES	<input type="checkbox"/> NO
B	%	<input type="checkbox"/> YES	<input type="checkbox"/> NO
C	%	<input type="checkbox"/> YES	<input type="checkbox"/> NO
D	%	<input type="checkbox"/> YES	<input type="checkbox"/> NO

### 6. PROFESSIONAL "E & O" LIABILITY LIMITS (ATTACH COPY OF DECLARATION PAGE)

MINIMUM LIMITS REQUIRED \$500,000

NAME OF INSURANCE CARRIER	POLICY NUMBER	LIMIT \$	EXPIRATION

### 7. OFFICE STAFF WHO WILL BE SUBMITTING BUSINESS TO US

NAME	POSITION	TELEPHONE (EXT)
		(    )      ext
		(    )      ext
		(    )      ext
		(    )      ext
		(    )      ext

### 8. INSURANCE COMPANY REFERENCES (THREE)

CARRIER	POSITION	TELEPHONE (EXT)
		(    )      ext
		(    )      ext
		(    )      ext



## AGENCY PROFILE

### 9. BANK, ADDRESS & OFFICER REFERENCES (TWO)

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BANK :

ADDRESS :

OFFICER :

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BANK :

ADDRESS :

OFFICER :

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### 10. NAME OF PERSON WHO SIGNS PROFILE

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PRINT NAME :

POSITION :

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SIGNATURE :

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DATE THIS PROFILE WAS COMPLETED :

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ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE reserves the right to run a credit and other checks on the applicant. We shall assign an Agency number to be used on all transactions for record-keeping and accounting matters. If there is not sufficient room to complete the above, attach separate sheets, indicating the questions being answered. This profile does not obligate ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE to appoint the applicant, nor the applicant to accept an Agency Appointment. The attached Agency Contract should be signed and dated where indicated and returned to ABCO with this profile. Upon your signature and appointment of your Agency as a Contracted Agent, we shall return one copy of the signed Contract for your file.

INSURANCE  
UNDERWRITERS



PREMIUM  
FINANCE

## PRODUCER AGREEMENT

Producer Agreement Between ABCO INSURANCE UNDERWRITERS, INC. ABCO PREMIUM FINANCE, INC.  
Herein referred to as "ABCO INSURANCE UNDERWRITERS" or "ABCOIU" or "ABCO PREMIUM FINANCE, INC."

and

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Hereinafter referred to as "Producer"

### 1. AUTHORITY AND RESPONSIBILITY

In submitting business to ABCO INSURANCE UNDERWRITERS, Or ABCO PREMIUM FINANCE, Producer is Agent for the applicant for insurance and is not acting as an agent, subagent or broker for ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE. 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 ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE and Producer. Producer is for all purposes an independent contractor.

Producer shall have no authority to bind any insurer for ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE, or act as an agent for ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE, or commit to or issue binders, policies, or other written evidence of insurance or make, later or vary any terms of coverage, or waive or modify terms of payment of any premium or deposit, or insure any liability for ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE.

ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE assumes no responsibility to any policyholder, sub-agent, solicitor, or sub-producer, with regard to the adequacy, amount or form of coverage obtained through ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE. Producer agrees to hold ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE harmless from any claims, or causes of action, judgments, fines, penalty, and all costs and fees, asserted against ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE in following Producer's instructions.

ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE shall have the sole right to accept or reject applications for insurance.

### 2. LICENSING AND INSURANCE

Producer hereby warrants to ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE that Producer is properly licensed to transact business as an agent or broker in accordance with the provisions of insurance laws of any state in which Producer shall transact such business. Producer further warrants that it shall maintain Errors and Omissions Insurance while this agreement remains in effect in amounts acceptable to ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE. Producer will provide ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE evidence, in accordance with procedures established by ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE of license(s) as an agent and/or broker for the state(s) in which Producer may transact business and of Errors and Omissions Insurance. This evidence may include copies of current agent/broker licenses and of Errors and Omissions Insurance policies and certificates requiring thirty (30) days notice from the insurer of cancellation or non renewal.

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## PRODUCER AGREEMENT

### 3. GUARANTEE OF PAYMENT

In consideration of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE handling such Producer's business as is accepted and for other good and valuable considerations, Producer guarantees the payment to ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE of all premiums including deposit and adjustable premiums (excepted as noted in Section 4) on policies of insurance placed by Producer through ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE and all divisions of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE. Such payment is due and shall be paid to ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE by Producer upon the inception date of the policy or upon the binding of coverage, whichever date is earlier, unless otherwise amended in writing by ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE and is due and payable whether or not Producer has collected the premium. Producer shall be liable and shall pay return commissions at the same rate as originally credited to Producer for all return premium adjustments or cancellations made at the option of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE, the insured or otherwise. Producer agrees that there is a 25% minimum earned premium and that all fees (policy fee, inspection fee, etc.) are fully earned. Producer assumes the credit risk of advancing premiums to ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE before collecting premiums from an insured.

This guarantee shall be performed by Producer upon demand of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE at any time with respect to any collected premium or unpaid return commission then outstanding. Producer acknowledges that ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE, without limitation of other remedies, reserves the right to cancel policies for non-payment of premium to ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE.

### 4. UNCOLLECTABLE ADJUSTABLE PREMIUMS

Premiums which have been determined by audits, retrospective rating or interim reports are fully earned at the invoice date of such audits, adjustments, or reports as evidenced by ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE invoice. Producer will be relieved of responsibility for such premiums, provided the insurer releases ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE of liability for such premiums, or Producer notifies ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE in writing 10 days after said invoice date, stating that Producer has made diligent efforts and is unable to collect such premiums. Failure to give ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE such timely notice shall constitute Producer's acceptance of responsibility to pay such premiums. Timely notice shall be a letter sent by mail, telecopier, facsimile, or telex, dated within 10 days after the appropriate invoice date and received at the office of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE. If commission applies to these adjustments, none will be allowed to Producer on premiums collected directly by ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE under this provision. In addition, such notice shall not relieve Producer of responsibility to make any and all attempts at collection of such premiums within said 10 days after invoice date. This section (4) may be modified by ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE as to a specific coverage if the insurer does not permit ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE to return the item of if the insurer requires a shorter return period than 10 days.

### 5. CLAIMS

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

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## PRODUCER AGREEMENT

### 6. FIDUCIARY RESPONSIBILITY OF PRODUCER

Any monies collected by the Producer for the account of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE shall be held by the Producer in a fiduciary account, in accordance with the laws or regulations of the state where Producer resides or, if there are no such laws, in accordance with the laws and regulations of Florida. Provided Producer is in compliance with all the terms of this agreement, Producer shall be entitled to any interest earned on said monies while so held by Producer.

### 7. COMPLIANCE WITH STATUTES

The Producer warrants that: it will comply with all applicable laws and regulations governing the conduct of business subject to this Agreement in the jurisdiction(s) involved; it is properly licensed to transact business as an Agent or Broker in accordance with the provisions of insurance laws of any state in which business is transacted; and Producer will promptly notify ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE of any suspension, cancellation, or disciplinary action in respect of its license or licenses.

### 8. ADVERTISING

The Producer shall not cause advertisement referring to or using the name of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE or its insurance companies or issue or cause to have issued any letter, circular, pamphlet or other publication or statement so referring without the express prior written consent of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE. In the event ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE shall be subject to loss or expense arising out of any unauthorized advertisement, publication or statement of the Producer, the Producer shall be liable for and hereby indemnifies and saves ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE harmless from all resulting damages, fines, penalties and costs.

### 9. GOVERNING LAWS

This Agreement shall be deemed to have been made in and shall be governed by the laws of the state of Florida.

### 10. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time by either party giving written notice to the other. After the date of termination of this Agreement, the producer shall complete the collection and accounting to ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding insurance, including but not limited to return premium and return commissions. Producer shall, after termination, continue to provide prompt notice and cooperate fully with ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE and the insurer regarding claims as set forth in Section 5 of this Agreement. Producer shall, at the request of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE, or any insurer whose policy is affected, give notice of cancellation or non-renewal of a policy, subject to applicable laws or regulations.

### 11. WAIVER OR DEFAULT

Failure of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE to enforce any of the provisions 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. If the Producer fails to observe, keep or perform any provisions of this Agreement and ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE incurs damages, obligations, judgment or cost and expenses (including reasonable attorneys' fees), the Producer shall pay promptly, indemnify, save, defend and hold harmless ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE

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## PRODUCER AGREEMENT

from all said damages, obligations judgment and all cost and expenses claimed against or incurred by ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE in enforcing provisions of this agreement or by reason of any act or omission of Producer. If Producer shall at any time be in default in any of its obligations to ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE hereunder, ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE shall have the right, so long as such default shall continue, to the exclusive use and control of any or all such expirations and to apply any proceeds or use thereof against such obligations of Producer; provided, that minor accounting discrepancies shall not be deemed to constitute a default for the purpose of this Section.

### 12. MANAGING GENERAL AGENT

All collection of premiums from Producer and reporting of net premiums to insurers in respect of the business of Producer shall be done by ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE, a managing general agent.

### 13. PLACEMENT OF SURPLUS LINES ORDERS

Producer shall not place an order with ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE for any excess or surplus lines insurance unless Producer shall have first complied with any applicable state laws requiring Producer to attempt to procure such insurance from insurers authorized to do business in the State or residence of the proposed insured.

### 14. COLLECTION OF AMOUNTS

If a party hereto shall bring suit to enforce collection of any amount claimed due, in additions to the amount owed the prevailing party shall be entitled to receive reasonable attorneys' fees, cost of court and interest on the amount owed computed from the date the obligation became owing at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest per annum that may be incurred by contract in the state where the action is brought.

### 15. ENTIRE AGREEMENT

This Agreement, together with ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE Agency Profile and any addenda or schedules, constitutes the entire agreement between ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE and the Producer and supersedes and replaces any previous agreements between ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE and the Producer. No oral promises or representations shall be binding, nor shall this agreement be modified, except by agreement in writing and executed on behalf of ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE. This Agreement shall apply to current policies already in force at the date hereof and all future policies which may be placed by ABCO INSURANCE UNDERWRITERS or ABCO PREMIUM FINANCE for the Producer. Producer shall not assign this agreement of any commissions payable hereunder.

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## PRODUCER AGREEMENT

EXECUTED THIS

DAY OF

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NAME OF PRODUCER

PRODUCER'S SIGNATURE

AGENT / BROKER LICENSE NUMBER

SURPLUS LINES BROKER NUMBER (IF APPLICABLE)

SOCIAL SECURITY NUMBER OR FEDERAL I.D. NUMBER

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER (      )

ABCO INSURANCE UNDERWRITERS, INC.

ABCO PREMIUM FINANCE, INC.

BY

\*If the Producer is an individual, the individual must sign; if the Producer is a partnership, one of the partners must sign and indicate the title of such partner; if the Producer is a corporation, an authorized offer must sign and indicate the title of such authorized officer.

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## PRODUCER AGREEMENT ADDENDUM

### PRINCIPALS OF THE COMPANY

NAME :

POSITION :

SS NUMBER :

HOME ADDRESS :

PREVIOUS ADDRESS:

I certify that i am the person named above. as principal of :

I authorize ABCO INSURANCE UNDERWRITERS INC. and/or ABCO PREMIUM FINANCE, INC. to obtain personal credit reports and credit data to be used only in conjunction with this application.

SIGNATURE / TITLE :

NAME :

POSITION :

SS NUMBER :

HOME ADDRESS :

PREVIOUS ADDRESS:

I certify that i am the person named above. as principal of :

I authorize ABCO INSURANCE UNDERWRITERS INC. and/or ABCO PREMIUM FINANCE, INC. to obtain personal credit reports and credit data to be used only in conjunction with this application.

SIGNATURE / TITLE :

### BUSINESS CREDIT REFERENCES

Please list two business credit references below. (Please indicate actual addresses, not post office numbers).

COMPANY NAME :

COMPANY ADDRESS :

ADMIN TELEPHONE :

COMPANY NAME :

COMPANY ADDRESS :

ADMIN TELEPHONE :

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