



Wolf Professional Risk, Inc. Producer Agreement

Wolf Professional Risk, Inc. (herein referred to as "Wolf Professional") and the undersigned Producer (herein after referred to as "Producer") mutually agree as follows:

AUTHORITY AND RESPONSIBILITY

In submitting business to Wolf Professional, Producer is agent of or broker for the applicant for insurance and is not acting as an agent, sub-agent or broker for Wolf Professional. This agreement and the relationship between the parties and their offices and employees is not intended and shall not be construed to create a partnership, joint venture or employment relationship. Producer is for all purposes an independent contractor.

Producer shall have no authority to bind any insurer for Wolf Professional, or act as agent for Wolf Professional, or commit to or issue binders, policies or other written evidence of insurance or make, alter, or vary any terms of coverage, or include any liability for Wolf Professional. Wolf Professional shall have sole right to accept or reject applications for insurance.

Wolf Professional assumes no responsibility toward any policyholder or Producer with regard to the adequacy, amount or form of coverage obtained through Wolf Professional. Producer agrees to hold Wolf Professional harmless from any claim asserted against Wolf Professional based upon or arising out of acts, errors or omissions of the Producer.

COMPLIANCE WITH STATUTES

The Producer hereby warrants to Wolf Professional 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 business is transacted. Producer will promptly notify Wolf Professional of any non renewal, cancellation, suspension, or disciplinary action in regard to its license or licenses.

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. Certain insurance contracts may be placed by Wolf Professional with insurers not licensed to transact insurance in the state in which the insured is located, and certain filings and tax payments may be required to comply with the insurance laws of the state in which the risk is located. For risks being placed with an excess and surplus lines, or unlicensed, insurer, Producer agrees to comply with any applicable state law requiring a diligent attempt to procure such insurance from authorized insurers.

PAYMENT

Producer guarantees payment to Wolf Professional of all premiums on policies of insurance which have been bound with Wolf Professional. It is further agreed that such payment is due to Wolf Professional in accordance with the payment terms as specifically noted on the invoice issued to Producer by Wolf Professional and is due whether or not Producer has collected the premium. It is agreed that Producer shall be liable for, and shall pay a return commission at the same rate as originally credited to them, for all return premium, adjustments or cancellations made at the option of Wolf Professional, the insured or otherwise. No insurance contract may be returned to Wolf Professional by Producer for flat cancellation unless it is returned and received prior to the inception or effective date of the contract. If Producer does not make timely payment of any sums due Wolf Professional, it is understood that Wolf Professional, without limitations of its other remedies, reserves the right to cancel policies for non-payment of premium.

HOLD HARMLESS

The Producer agrees to hold Wolf Professional harmless from any demand or claim advanced against Wolf Professional based upon or arising out of any act, error or omission of the Producer, its agents, representatives or employees. Wolf Professional agrees to hold Producer harmless from any demand or claim advanced against Producer based upon or arising out of any act, error or omission of Wolf Professional.

OWNERSHIP OF EXPIRATIONS

Producer shall own the rights to all insurance business produced by Producer under this Agreement and the use and control of all expirations with respect to insurance obtained through Wolf Professional, except that if Producer shall any time be in default in any its obligations to Wolf Professional hereunder, Wolf Professional 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 purposes of this section.

TERMINATION OF AGREEMENT

This Agreement may remain in effect unless terminated as provided below.

- A. This agreement may be terminated without cause by either party by providing sixty (60) days advance written notice to the other.
- B. This Agreement will be terminated immediately if:
 - 1. Producer's license is suspended or revoked in any state in which it is required to be licensed for purposes of this Agreement or if the Producer's E&O insurance lapses, or is canceled or non-renewed. If any such event occurs, Producer will notify Wolf Professional within one business day.
 - 2. Upon written notice of fraud, abandonment, insolvency, failure to pay balances, willful or gross misconduct of the Producer or its agents or representatives, or other breach of this Agreement by Producer.

After the date of termination of this Agreement, the Producer shall complete the collection and account to Wolf Professional for all premiums, commissions, and other transactions unaccounted for on the date of termination or arising thereafter in regard to outstanding insurance including but not limited to return premium and return commission. In the event of immediate termination, Wolf Professional reserves the right (through its designee) to directly solicit and write renewals and other coverages with and for the clients of the Producer insured through Wolf Professional, without obligation to Producer for the payment of commissions, fees or other sums with respect to such renewals or coverages written.

ENTIRE AGREEMENT

This Agreement, together with any addenda or schedules attached hereto, constitutes the entire agreement between Wolf Professional and Producer and supersedes any previous agreements between Wolf Professional and Producer. No oral promises or representations shall be binding, nor shall this Agreement be modified unless by agreement in writing attached hereto, executed on behalf of Wolf Professional.

This Agreement shall apply to current insurance contract already placed and in force at the date hereof and all future insurance contracts which may be placed by Wolf Professional on behalf of Producer.

ASSIGNMENT

This Agreement shall not be assigned, delegated or transferred, and Producer shall not have the right to appoint agents or subagents hereunder without prior written consent of Wolf Professional.

GOVERNING LAWS

This Agreement shall be deemed to have been made in and shall be governed by the laws of the State of Florida. If applicable law is in conflict with any part of this Agreement, the Agreement will be considered modified to confirm with the law. The other provisions will not be affected.

INSURANCE

Producer will agree to maintain Errors and Omissions insurance with minimum limits of liability of \$1,000,000 per claim/\$1,000,000 in the aggregate. Producer agrees that such insurance will be maintained continuously throughout the duration of this Agreement. Attached is evidence of current in force insurance.

AS TO WOLF PROFESSIONAL RISK, INC:

Signature (Officer, Principal, Partner)

Print Name & Title

Date

AS TO PRODUCER:

Signature (Officer, Principal, Partner)

Print Name & Title

Date

Company Name

Address (Street, Suite)

Address (City, State, Zipcode)

This Agreement is complete in duplicate. Please sign, date, and return both copies.

Include as attachments:

- 1. Copy of E&O Declaration page**
- 2. Copy of Producer license**