



**Abram Interstate Insurance Services, Inc.**  
 2211 Plaza Drive, Suite 100, Rocklin, CA 95765  
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 License # 0D08440

**Producers Agreement**

This agreement made effective, \_\_\_\_\_, 20\_\_\_\_, by and between Abram Interstate Insurance Services, Inc. of California, hereinafter referred to as General Agent and \_\_\_\_\_ (licensed insurance agent (s) and or broker (s) of, \_\_\_\_\_ in the State of \_\_\_\_\_ hereinafter referred to as Producer.

**Witness**

- (1) Producer desires to place a certain insurance business with the General Agent and General Agent desires to accept certain insurance business from the said Producer.
- (2) Producer shall be liable for the full amount of premium, fees, state taxes, less commission, including additional and/or adjustable premiums developed under audits or applicable rating plans on every insurance contract placed by the Producer through the General Agent. Producer shall remit the balance of the premium, less any fees, applicable taxes and commission, to General Agent, no more than ten days after the effective date of such contract, audit, rating plan or other adjustment.
- (3) No policy may be returned to the General Agent for flat cancellation unless it is returned and received prior to the inception date of the contract. Earned premium and policy fees shall be computed and charged on every policy canceled after inception in accordance with the cancellation provisions of such policy.
- (4) In consideration of commission allowed Producer on all premiums and additional premiums, Producer agrees to pay General Agent the commission on all returned premiums the same rate at which such commissions were earned & paid.
- (5) Producer acknowledges it is not the agent, and has no authority to bind General Agent or any of its principals or insurers. Producer warrants it is the agent of the insured and acknowledges General agent bears no agency or fiduciary responsibility to the insured.
- (6) Producer agrees to maintain an Errors and Omissions policy in force during the duration of this contract and/or while placing business with the General Agent.
- (7) No Producer has the authority to assign or adjust any claims on behalf of the General Agent or its companies. All claims are to be reported to the General Agent or Company for assignment and handling within 24 (twenty-four) hours in conjunction with California Unfair Claims Settlement Practices Regulations.
- (8) Commissions paid to the Producer by the General Agent are subject to change without prior notice although Producer will receive such changes in writing from the General Agent.
- (9) The furnishings of promotional materials, including, but not limited to: kits, applications, rate schedules, specimen policies, brochures, advertising or any other material by General Agent does not create or imply an agency relationship or binding authority between General Agent and Producer.
- (10) Producer agrees to incur any loss and to defend, indemnify and hold General Agent harmless from any claim arising out of or relating to any allegation that any insurance policy placed, not placed, or sought to be placed by Producer, was not placed, placed incorrectly, or was placed with inadequate limits or coverage. The prevailing party in any action pertaining to any alleged violation of this Paragraph 10 of the Producers Agreement shall be entitled to the recovery of its attorney's fees and costs.

This agreement shall apply to all future insurance contracts, which may be placed by the General Agent on the behalf of the Producer.

This agreement may be canceled at any time by written notice of either party to the other, but said cancellations shall not alter in any way the continued application of this agreement to the insurance contracts affected prior to the date of such cancellations. Use and control of expirations shall be left in the Producers undisputed possession, provided the Producer shall promptly account for and pay all premiums and return commissions for which he may be liable: if the Producer fails to do so, the records, and use and control of expirations shall be vested exclusively with the General Agent.

Producer further expressly gives permission to General Agent to provide various marketing information and materials from time to time, including facsimiles and e-mails sent to producer's place of business. If you do not wish to receive these materials, you agree to notify General Agent in writing at the location listed at the bottom of this agreement.\*

This agreement constitutes the full and complete contract between the General Agent and the Producer. Neither party has relied upon any oral representation not included herein. Any Amendment to this agreement shall be made only with the consent of both parties and attached hereon through addendum.

**AGENT/ BROKER:**

**Abram Interstate Insurance Services, Inc.**

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature Date

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