
PRODUCER AGREEMENT

Hereinafter First Choice Insurance Intermediaries, Inc "FCII", a Florida company, having an office at 814 A1A North, Suite 206, Ponte Vedra Beach, FL 32082 and " Producer" having an office at (insert agents name and address)

Name:

Address:

Hereinafter ("Producer"), in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. FCII hereby appoints the Producer, and the Producer agrees to act on behalf of FCII as a producer in the solicitation of insurance. The Producer represents and warrants that he / she is, and will be throughout the term of this Agreement, duly licensed to receive commissions and perform all obligations contemplated hereunder.
2. The activities of the Producer are limited to the states & territories for which the Producer & FCII have valid licenses.
3. This agreement shall become effective on the date this agreement is duly executed by an authorized officer of FCII.
4. The Producer agrees to transact all business with FCII in accordance with all applicable laws and Insurance Department rules and regulations, as well as guidelines and instructions now in force or hereafter issued by FCII. It is further agreed that the commissions specified herein may be modified, without prior notice, to conform legally with the commissions prescribed by any statute or by any ruling of the Insurance Department of the State where both FCII & the Producer write business.
5. During the term of this agreement, FCII will pay in accordance with the attached Commission Schedule, as full compensation for all services rendered in connection with premiums paid on policies issued effective on and after the date this Agreement shall become effective. FCII reserves the right to modify the commission schedule from time to time without prior notice and in its sole discretion.
6. Subject to the terms and conditions of this Agreement, the Producer shall also be entitled to the above mentioned commission upon premiums paid on all policies renewed and upon additional premiums paid on policies written or renewed during the term of this Agreement. The Producer shall not be entitled to any commission on additional premiums for policies not written or renewed. If FCII shall return premiums for any period, to any Insured, the Producer shall repay to FCII the commission on the portion of the premiums so returned to their Insured.
7. The Producer shall be responsible in a fiduciary capacity for all funds received or collected as producer and shall not, without the express written consent of FCII, co-mingle such funds with its own funds held by it in any other capacity.

8. The Producer shall be responsible for all premiums placed on the books of FCII through Producer's office together with all premiums or monies collected by Producer in connection with such business. This section applies only to those premiums paid directly to the Producer.

9. Premiums on all policies placed by FCII on behalf of Producer shall be paid to FCII by Producer no later than the effective date of the policy. This section applies only to those premiums paid directly to the Producer.

10. All monies due FCII by Producer must be paid promptly on the due date. In the event the monies due FCII are not paid by the due date. Producer shall pay interest at the rate of prime plus one percent (1 %). Prime shall be defined as the Applicable Federal Rate then in effect, in accordance with the Internal Revenue Code and regulations. This section applies only to those premiums paid directly to the Producer.

11. The Producer shall report any insurance that is solicited to FCII by delivering such report directly to FCII or by depositing such report in the United States mail no later than the next business day following the day upon which any insurance is solicited. The Producer agrees to solicit and submit insurance policies as authorized and outlined by FCII's Underwriting rules, guidelines and furnished manuals, instructions and bulletins. THE PRODUCER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT IT DOES NOT HAVE ANY DIRECT, EXPRESS OR IMPLIED AUTHORITY TO BIND ANY INSURANCE COVERAGE ON BEHALF OF FCII OR ANY COMPANY REPRESENTED BY FCII.

12. The Producer has no authority to: (a) make, alter, vary or discharge any contract; (b) extend a time for payment of premiums; (c) waive or extend any obligation or condition; (d) incur any liability on behalf of FCII; or (e) withhold all monies due or to become due to FCII.

13. If the Producer shall fail to report all business written or shall fail to pay to FCII premiums collected when due hereunder or shall otherwise breach this Agreement (any such event referred to as an "Event"), then all of the Producer's rights under this Agreement to commissions on all premiums then unpaid to FCII shall thereby forthwith terminate and shall be held by FCII until a final accounting is performed with respect to the Producer. Any commissions due to Producer may be held by FCII and applied to offset Producer's obligations to FCII hereunder. Upon the occurrence of any such event, FCII shall have the exclusive right in its discretion and for its benefit to (i) collect any and all outstanding accounts receivable due to FCII on business written through FCII; (ii) solicit the renewal of any business previously written by FCII through the Producer; and (iii) sell or otherwise dispose of such renewals and expiration records relating thereto.

14. If any premiums for lines of insurance are not collected immediately on the effective date of the respective insurance policy requested by the Producer, the Producer agrees that it will be liable to pay FCII the premium due for the policy or policies, unless the Producer returns to FCII for cancellation, or notifies FCII to cancel within 20 days of policy's effective date. As agreed in paragraph 10 above, the Producer is fully responsible to pay FCII all unpaid earned premium from inception date for all unpaid policy or policies in accordance with the terms of this contract.

15. The Producer shall be responsible for any additional premiums shown to be due under payroll audits or otherwise, and shall pay them to FCII within 20 days and will be billed under separate notice. If such payments are not paid within 20 days, the Producer must notify FCII and FCII will have the option to

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return the premium for direct collection. If notice is not given within 20 days, then the Producer will be held responsible for the premium. If the premium is sent back for direct collection, then the Producer shall not be entitled to any commission thereon.

16. Audits and copies of the Producer's records and books may be reviewed by any duly authorized representative of FCII during normal business hours. This pertains to FCII accounts which are not paid according to paragraph 15. FCII agrees to provide one (1) week advance written notice requesting access to audit materials.

17. The Producer shall not offer nor shall pay rebates on any line of insurance covered by this Agreement, nor shall accept any merchandise or service of any character in payment of premiums.

18. The Producer shall not publish or issue any advertising with respect to FCII without first obtaining written consent of FCII.

19. All former commercial lines contracts and/or agreements between the Producer and FCII are hereby cancelled and the producer shall hereafter act for FCII under this Agreement only.

20. The Producer will take every reasonable opportunity to keep informed as to the condition of all risks covered by FCII and will promptly inform FCII of any material which might result in loss or render any risk undesirable.

21. The Producer shall promptly forward to FCII any information or documents regarding accidents, claims or suits that they may receive.

22. The waiver by FCII of any breach, default, neglect or misconduct of the Producer shall not be construed as a waiver of any of the terms, provisions or conditions hereof nor shall be construed as authority for the continuance of any such breach, default, neglect or misconduct.

23. Either party to this Agreement may terminate the same by giving 60 days notice to the other party in writing, and the power of the Producer to collect and receive premiums shall end with the termination of this Agreement, and the Producer will immediately return to FCII, or its duly authorized representative, a certified list of uncollected accounts, all unused supplies and other property of FCII. Upon termination, the Producer shall be entitled to commissions that are paid or payable as of the date of termination, but in no event shall the Producer be entitled to commissions on insurance in force, or any renewal thereof, after the date of termination.

24. Producer agrees to indemnify and hold FCII harmless against all claim, loss, liability, cost and expense, including attorney's fees, incurred by FCII in connection with any error or omission by Producer, the breach of this Agreement by Producer or the enforcement of FCII's rights with respect thereto.

25. Producer now has and shall maintain insurance agent's Errors and Omissions coverage with a minimum policy limit of one million dollars (\$1,000,000) while this Agreement is in force and will furnish proof of such coverage upon request by FCII. Producer will provide FCII with prompt written notice of any change, cancellation or other termination of your Errors and Omissions Policy.

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26. This Agreement shall be binding on the Producer and the officers, directors, shareholders or principals listed, who shall be deemed to have joined in this Agreement as if a party hereto. This Agreement is personal to Producer and is non-assignable.

27. Producer acknowledges and agrees that he/she is an independent contractor and that nothing contained in this Agreement shall be deemed to create an employer/employee relationship.

28. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules. Any disputes arising out of or relating to this Agreement or the relationship created between the parties hereto shall be resolved in the State Courts of Florida and venue shall be in St John's County, FL. Producer hereby agrees and consents to the jurisdiction of any such courts.

29. This agreement constitutes the entire Agreement and understanding between the parties and supersedes any prior Agreement between the parties, whether written or oral. This Agreement may not be modified or amended except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

First Choice Insurance Intermediaries, Inc.

By: Louis F Iacovelli

Title: President

Signature: *Louis F Iacovelli*

Date:

Producer

By:

Title:

Signature:

Date:

ADDENDUM 1

Effective June 1 2011 and until further notice, as full compensation for all services rendered in connection with premiums paid on policies issued effective on and after June 1, 2011 FCII will pay the following Commissions:

Commercial Lines

All Lines of Commercial Business FCII will pay 40% of the commission received from the insurance company except for:

1. FCII will pay 12% Commission **all new business** for:
 - a. Bonds
 - b. Boiler & Machinery
 - c. Commercial Flood

