



## PRODUCER AGREEMENT PACKAGE

Thank you for your interest in writing business with Evolution Insurance Brokers, LC ("EIB"). Attached is a copy of our Independent Producer's Agreement ("Agreement"), which we require from all producers before we place risks for them. With this Agreement in place, you will be able to submit your clients' risks to us, and you will also be eligible to receive a commission, if and when risks are bound, at such rates as are described in the Agreement.

For agents, EIB will act as the Surplus Lines broker and will place the Excess and Surplus lines business and file the surplus lines taxes.

Please answer the following:

Are you a Surplus Lines license holder in any of the following states: California, New Hampshire, New York and/or Rhode Island?

Yes  No

If yes, please list the states on the Independent Insurance Producer's Profile. EIB, as the surplus lines broker, will file the surplus lines taxes in California, New Hampshire, New York and Rhode Island. If you intend on placing surplus lines business in states other than California, New Hampshire, New York and/or Rhode Island and filing the surplus lines taxes then you will need to submit an agreement with our affiliate Prime Insurance Company. Please speak with a Broker Services Representative to obtain a copy of the Prime Insurance Company Producer Agreement Package.

Please be sure to include all of the following information when you send the Agreement in to us:

- The signed Independent Producer Agreement (pages 2-5).
- A completed Independent Insurance Producer's Profile (Exhibit A).
- A copy of your state producer license(s) for all states within which you do business. **Note:** A listing of all licenses held will not be accepted as proof of licensure.
- A copy of your state Surplus Lines license(s). **Note:** A listing of all licenses held will not be accepted as proof of licensure.
- A copy of the Declarations Page of your current Errors and Omissions Insurance Policy. Also, please contact your Errors and Omissions Insurance carrier and add Evolution Insurance Brokers as a certificate holder onto your Policy.

**This Agreement is only effective upon receipt of the information requested above, and no policy can be bound without an effective Agreement. By signing this Agreement we are not appointing you as our producer or agent, but rather we are willing to work with you as an agent for your clients/insureds.**

**Return Information:**

EIB: Broker Services Department

Return by Mail: P.O. Box 4439  
Sandy, Utah 84091-4439

Return by Fax: (801) 304-3727

Return by Email: [brokerservices@eibdirect.com](mailto:brokerservices@eibdirect.com)

Questions: Contact Producer Services at 1-800-257-5590 ext. 5040



## INDEPENDENT PRODUCER'S AGREEMENT

THIS INDEPENDENT PRODUCER'S AGREEMENT (the "Agreement") is entered into by and between Evolution Insurance Brokers ("EIB" or the "Company"), a corporation whose administrative offices are located at 8722 South 300 West, Sandy, Utah 84070, and/or any other entity through which EIB conducts business and the entity listed on the attached Independent Insurance Producer's Profile (the "Producer").

The Company and the Producer (collectively the "Parties") desire to enter into this Agreement to allow the Producer to work with EIB to place risks on behalf of Producer's clients (the "Insured") in compliance with all applicable laws, rules, and regulations regarding the placement of such business; and for which the Producer will receive a commission, if and when risks are bound, at such rates as are agreed to by the Parties.

The Parties agree as follows:

### A. THE PRODUCER IS ENTITLED TO A COMMISSION FOR RISKS BOUND FOR INSUREDS

1. The Company agrees to pay the Producer a commission as shown on each quoted risk submitted by the Producer and ultimately bound by the Company, subject to the terms and conditions of this Agreement. The account underwriter will determine the commission allowed on each account at the time the account is priced. Senior underwriting management will approve all premiums in excess of \$34,999 and approve the commission levels offered on all premiums in excess of \$34,999.

2. The Producer is the agent of the Insured and not of the Company. The Parties understand, agree, and acknowledge that in no event, nor under any circumstance, will this Agreement be interpreted or construed as authorization for the Producer to bind coverage on behalf of the Company. The Parties agree that the Producer possesses no implied or apparent authority to act on behalf of the Company.

### B. THE PRODUCER IS RESPONSIBLE FOR PAYMENT OF PREMIUM

The Producer will be primarily liable to the Company for the full amount of the premium and applicable state taxes, less commission, including, but not limited to, additional premiums developed under audits or retrospective penalties on every insurance contract bound by the Company for the Producer. Premiums and taxes will be due and payable as indicated in the Company's invoice and may vary based upon the credit terms of the issuing company; otherwise, premiums are to be remitted no later than the 10<sup>th</sup> day of the month following the effective date of the insurance contract. The Producer agrees that payment of any minimum-earned premium required by the issuing company will be the responsibility of the Producer. The Producer will be liable and remain liable to the Company for all earned premiums whether or not collected by the Producer from the Insured. Any credit extended to the Insured will be at the sole risk of the Producer who assumes responsibility for any credit extended. The Producer has a right to offset any existing undisputed net premium credit, as may be reflected in the most recent Producer's premium balance statement, against any undisputed premiums that are owed by the Producer to the Company.

1. The Producer hereby assumes full and sole responsibility for the payment of all advance or deposit premiums and premiums accrued by audit on insurance accepted by the Company. Premiums will not include applicable taxes and tax filing fees. Down payment as identified on the Indication Quote, of 30% to 40%, must be received by the Company at one of its business offices in order to bind coverage, and any remaining balance due must be received by the Company within 10 calendar days. If the balance due is not received within 30 calendar days, cancellation notice will be sent. The Producer accepts all responsibility to satisfy any and all obligations of taxes and fees required by any state and to otherwise assure compliances with all regulatory requirements.

2. Producer agrees to utilize Producer's best efforts to assist the Company in collecting additional premiums for audits on bound risks. Producer will be entitled to commissions on such additional premiums Producer has assisted in collecting. If the Producer fails to collect the additional premiums, the Company has the right to collect

any additional audit premium due directly from the insured and Producer will not be entitled to any commission on such additional premium collected by the Company.

3. In any civil action or proceeding brought by the Company to recover sums due from the Producer, the Producer agrees to pay costs incident thereto, including reasonable attorney fees incurred by reason of such action or proceeding.

4. In the event the Producer is unable to collect any additional premium due at audit, the Producer may request the Company to undertake direct collection of the premium from the policyholder. The Producer shall be relieved from responsibility for payment of the additional premium provided the request is made in writing no later than 30 days from the date the Company mailed the original bill for the additional premium to the Producer. No commission shall be paid or deemed earned on any such additional premium collected directly by the Company. If the Producer fails to make a request for direct collection by the Company within the time specified herein, then the Producer shall pay the additional premium due to the Company.

#### C. FLAT CANCELLATIONS

No insurance contract may be returned by the Producer for flat cancellation unless it is returned prior to the inception or effective date of the contract. Earned premium will be computed and charged on every contract cancelled after inception in accordance with the cancellation provisions of such contract.

#### D. UNEARNED COMMISSIONS

Producer agrees to utilize Producer's best efforts to assist the company in collecting additional premiums for audits on bound risks. Producer will be entitled to commissions on such additional premiums Producer has assisted in collecting. If the Producer fails to collect the additional premiums, the Company has the right to collect any additional audit premium due directly from the Insured and Producer will not be entitled to any commission on such additional premium collected by the Company.

The Producer agrees to refund to the Company or to the Insured unearned commissions on all business placed with the Company on cancelled policies or reduced premiums at the same rate that such commissions were originally allowed the Producer. Such refund will be paid to Insured and paid by the due date indicated on the billing invoice.

#### E. PREMIUM & FEES

In any situation where a premium for a policy which has been bound cannot be fully determined in advance and where an adjustment or determination after a specific time period by audit, endorsement, or otherwise will have been made, then the amount of such additional premium due will be paid by the Producer and paid by the due date indicated on the billing invoice to the Company. All fees will be fully earned when due.

#### F. SURPLUS LINE TAXES

The Company will file the policy and pay the state surplus lines premium tax in the state where coverage is placed. All tax payments must be sent to the Company for payment. If the Producer desires to file the policy and pay the premium tax, the Producer must inform the Company of its actions and provide the Company verifiable proof (submitted on EIB form entitled "Proof of State Filing and Tax Payment") that all taxes have been paid in accordance with state insurance laws and regulations within 30 days following the effective date of coverage. If the Producer fails to timely pay any premium tax when due or provide proof of such payment to the Company, any subject policy is subject to immediate cancellation.

#### G. WARRANTY

The Producer expressly represents and warrants that the Producer holds a current and valid insurance license for each state within which it intends to submit risks to the Company. The Producer further represents that the Producer will maintain current and valid insurance broker licenses in each state for which it submits risks to the Company for underwriting during the term of this Agreement. If for any reason the Producer's broker's license is suspended, terminated, revoked, not renewed or for any other reason ceases to be valid, the Producer agrees to immediately notify the Company.

The Producer holding a Surplus Lines license expressly represents and warrants that the Producer holds a current and valid excess and surplus lines producer's license for each state within which it intends to submit risks to the Company. The Producer further represents that the Producer will maintain current and valid excess and surplus lines broker licenses in each state for which it submits risks to the Company for underwriting during the term of this Agreement. If for any reason the excess and surplus lines producer's license is suspended, terminated, revoked, not renewed or for any other reason ceases to be valid, the Producer agrees to immediately notify the Company.

#### H. NOTICE OF EXPIRATION AND RENEWAL REQUESTS

The Company will be under no obligation to give the Producer advance notice of the expiration of any insurance procured through the Company.

#### I. OWNERSHIP OF BUSINESS

The Parties agree that in the event of termination of this Agreement, the Producer will have accounted for and paid all premiums for which the Producer may be responsible in accordance with the Agreement. The Producer's records, including those pertaining to policy expiration dates, will remain the property of the Producer; however, the Producer will provide loss history, renewal dates, and other information pertaining to coverage to the Company upon written request.

#### J. OTHER AGREEMENTS

This Agreement will not be interpreted or construed so as to; (a) prevent the Producer from executing other similar agreements with competitive markets, and/or (b) compel the Company to accept or place any or all of the business offered to it by the Producer.

#### K. HOLD HARMLESS

The Producer will indemnify and hold the Company harmless against any claims, damages, liabilities, or costs (including attorney's fees, costs, and expenses), which the Company may become obligated to pay as a result of any loss to an Insured caused directly or indirectly by any act or omission, misrepresentation, or fraud committed by the Producer. The Producer further agrees to indemnify and hold the Company harmless against any claims, damages, liabilities, or costs arising directly or indirectly from any finding by a court or other trier of fact that the Producer acted, expressly or impliedly, in the capacity of an authorized agent of the Company.

#### L. REIMBURSEMENT

The Producer agrees to immediately upon request reimburse the Company for any and all losses, costs, or expenses (including attorney's fees, costs, and expenses) paid or incurred by the Company for which the Company would not be obliged to pay but for the Producer's failure to indemnify and hold the Company harmless.

#### M. ACCEPTANCE OF AGREEMENT BY THE COMPANY AND THE PRODUCER

1. The Parties agree that this Agreement will not become effective until accepted and executed by both the Company and the Producer. The Parties agree that this Agreement contains all of the contractual arrangements existing between them; and all other written or oral arrangements are deemed to be merged herein. This is the final Agreement and it supersedes any other written or oral agreements that may exist.

2. The Producer expressly consents to the Company communicating business, marketing, and sales information to the Producer through facsimile, telephone, mail, and electronic messaging to assist Producer in placing business through the Company.

3. The Producer expressly consents to receive any and all quote, binder, and policy documentation of any kind from the Company in electronic format if the Company so chooses to provide it electronically rather than in paper form. The Producer also expressly agrees to distribute such information to insured in the form agreed to between the Producer and the insured.

## N. CLIENT TRUST ACCOUNT

The Producer agrees and acknowledges that the Producer must at all times maintain a separate Client Trust Account and deposit all premium funds collected (and owed to the Company) in such Client Trust Account.

## O. ADMINISTRATIVE PROVISIONS

1. This Agreement may not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be duly executed by way of a writing signed and dated by both Parties.
  2. This Agreement may be terminated at anytime by either Party upon written notice to the other Party. Such termination, however, will in no event affect the respective rights or liabilities of either Party accruing up to the date of termination. Upon termination, the Producer agrees to return any and all marketing information and other material pertaining to the Company's service.
  3. This agreement will need to be renewed every 2-3 years in order to maintain current info on the Producer.
  4. Requests and notifications for any change in contact info must be sent directly to Broker Services using the information on page one of this agreement.
  5. This Agreement is entered into in the State of Utah and any rights, remedies, or obligations provided for in this Agreement will be construed and enforced in accordance with the laws of Utah. The Producer expressly agrees to the exclusive jurisdiction of the courts of the State of Utah to hear and decide any claim or dispute arising between the Parties or out of or related to this Agreement, having purposefully directed actions to procure the insurance services of the Company within the State of Utah.
  6. In the event of any dispute or claim between the Parties arising from or related to this Agreement, the prevailing Party will be entitled to recover damages, fees, and other costs incurred, including but not limited to reasonable attorney fees, arising out of such dispute or claim in addition to any other relief which such Party may be entitled to by law.
  7. Any portions of this Agreement that are not in conformity with federal, state, or local laws are to be deemed amended to conform to such laws. Further, the provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part will be severed from the remaining portions, provisions or parts of this Agreement and will not affect the validity or enforceability of any remaining portions, provisions, or parts.
  8. The Parties acknowledge that they have read this Agreement and are fully aware of the contents of this Agreement and its legal effect. Parties further acknowledge that they have had the opportunity to seek the advice of legal counsel with regard to the negotiations for and the execution and performance of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day indicated below.

Dated:

Dated:

“PRODUCER”

“COMPANY”

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**Signature and Title**

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**Signature and Title**

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**Print Name and Title**

Rick J. Lindsey CEO  
Print Name and Title

## Exhibit A

### **INDEPENDENT INSURANCE PRODUCER'S PROFILE**

**Section 1:**

1. Full Legal Name of Firm: \_\_\_\_\_  
Surplus Lines Broker's Name: \_\_\_\_\_  
Primary Contact at Firm: \_\_\_\_\_  
Financial Contact at Firm: \_\_\_\_\_
2. Physical Address: \_\_\_\_\_ P.O. Box \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ PO Box Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Firm E-mail: \_\_\_\_\_ Primary Contact E-mail: \_\_\_\_\_  
Federal Tax I.D. No.: \_\_\_\_\_  
P&C License No.: \_\_\_\_\_ Surplus Lines License No.: \_\_\_\_\_
3. What year was the firm organized? \_\_\_\_\_
  - a. List any prior business names used in the last 5 years. \_\_\_\_\_
  - b. Business form:       Corporation       Partnership       LLC       Other
4. What is the size of the Firm? Number of Employees: \_\_\_\_\_ Annual E&S Premium: \_\_\_\_\_  
E&S policies per year: \_\_\_\_\_
5. In what states is the Firm licensed to write insurance (**list all attached copies of all state licenses**):  
\_\_\_\_\_
6. In what states will the Firm file the surplus lines taxes? \_\_\_\_\_
7. **Attach a copy of the Firm's errors and omissions insurance.**  
Carrier: \_\_\_\_\_ Limits: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Policy # \_\_\_\_\_
8. Does the Firm maintain a separate premium trust account for depositing premium?       Yes       No
9. Does the Firm maintain an operating account separate from its premium trust account?       Yes       No
10. Firm's Bank: \_\_\_\_\_ Bank Phone: \_\_\_\_\_
11. Have you, any owner, or any employee surrendered, cancelled, forfeited or had revoked an insurance license at the request of any insurance department, regulatory agency or in settlement of charges brought by insurance regulatory authorities?       Yes       No  
If yes, please explain. \_\_\_\_\_

12. Have you, any owner, or any employee been charged with or convicted of any crimes, breach of legal duty or fraud of any kind? \_\_\_\_\_  Yes  No  
If yes, please explain. \_\_\_\_\_

Note: Please include a list of all agents, including their email addresses, who will be contacting us for quotes.