

21st Century General Agency Inc. Homeowners Producer Agreement

This agreement is made by and between "21st Century General Agency, Inc." Dallas, Texas 75243 (hereafter named "MGA) and _____ (hereafter named "PRODUCER").

In the event of and in consideration of 21st Century devoting time, effort and expense toward placing risks for your Insured's with Underwriters of Lloyds of London, or other Insurers, both non-admitted and admitted, it is agreed:

1. That this contract is entered into with the PRODUCER promise and/or guarantee to write a minimum of \$5,000 of premium volume with our firm within the next 12 months. Said MGA shall have the right to cancel this contract at any time or for any reason with a written notice. It is agreed that all premiums, policy fees, taxes and inspection fees on insurance contracts written shall be either submitted with the application or within 10 days after the policy is bound unless an extension is granted by MGA or the direct bill option is approved. Unsuccessfully attempts to collect premiums, fees or taxes from the insured shall not release said PRODUCER from its obligation to remit such premiums, fees or taxes to said MGA in Dallas, Texas.
2. That in the event said MGA, or our Insurers shall, during the continuous of this agreement or after its termination, refund premium to the insured, by reason of cancellation of insurance or by the reduction of premium, all commissions paid on such premium to PRODUCER shall immediately be returned to MGA.
3. That said agent has no authority to bind coverage, endorse, amend, or alter policies for, or in the name of MGA, for the Insurer without permission to do so in writing. No written or oral binders may be issued by PRODUCER for or in the name of MGA or any Insurer represented by MGA.
4. That it is expressly understood and agreed that PRODUCER is not an agent, servant or employee of MGA. or the Insurer and in no instance shall said PRODUCER act as or represent itself to be the agent, servant or employee of said MGA, or one of its insurers. MGA shall not be responsible for any expense of PRODUCER whatsoever, whether arising out of this agreement, or not, or incurred in any connection with this agreement.
5. That MGA expressly recognizes said agents independent ownership of the policy expirations covered by this agreement and PRODUCER shall retain ownership of these expirations during and after the termination of this agreement. The MGA's records or knowledge of names of insured's and expiration dates shall not be communicated or referred by MGA to any other agent, broker, or person. However, in the event of termination of this agreement, the PRODUCER being in default and failing to promptly account for and pay all sums for which he may be liable, the MGA's records, use and control of expirations shall be vested in MGA.

6. That MGA will use its best efforts to give the PRODUCER reasonable advance notice of the expiration of all policies, but the failure of MGA to provide such notice shall not render MGA liable.
7. That PRODUCER warrants that he is properly licensed for the classes of business to be conducted and the coverage's of insurance to be procured through the facilities of MGA and that all placement with MGA will be made in compliance with the Insurance Code of the State of Texas.
8. That in the event MGA shall have to institute any lawsuit to enforce the obligations assumed by PRODUCER in this agreement, the undersigned PRODUCER (and if more than one, jointly and severally) agrees to indemnify and hold harmless from all costs, expenses, judgments, and attorney's fees incurred by MGA in connection with any such lawsuit.
9. That except as otherwise provided with regard to each party's obligation pursuant to this agreement, such party hereby holds the other harmless from, and shall indemnify the other party against and provide legal defense to or for the other party for any claims, damages, liabilities, and expenses including compensatory damages, punitive or exemplary damages, attorney's fees, cost of litigation, and interest on judgment awards, settlement actually and reasonably incurred as a result and to the extent of that party's acts or omissions, whether inadvertent, accidental, negligent, or intentional. This provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.
10. That all fees, special charges, in addition to premium on policies or endorsements, are to be regarded as fully earned at the time of the inception of the policy or endorsement. The obligation of PRODUCER to pay such amount shall be the same as if they were premiums, except that no commission will be allowed upon such amounts.
11. That in the event coverage is bound, premium shall start being earned immediately and should coverage be terminated by the Insured or the said agent's insured for any reason whatsoever before expiration date of coverage, earned premium or the required minimum stipulated on the policy, certificate, binder or invoice; whichever sum is the greater, shall be the responsibility of said agent to collect.
12. That in cases where fees, and/or special expense constants are charged on policies to be issued, such fees, all expenses or expense constants are fully earned on binding and the said agent herein named agrees to pay such fees, special expenses or expense constants in full immediately to sad MGA.
13. That all claims be reported in writing to MGA immediately upon the PRODUCER receiving knowledge of same. Assignment of a claim adjuster is the sole right and responsibility of MGA and any such assignment by the said PRODUCER without prior consent of MGA shall be at his own expense.
14. That said MGA and affiliates shall be the sole judge of the acceptance of any risk and shall incur no liability for failure to place risk. In addition, MGA is not an insurer and therefore does not guarantee the financial condition of insurers with whom it may place risks.
15. That PRODUCER shall have no authority not specifically authorized in this agreement, and PRODUCER shall have no authority to extend the time of

payment of any premium or to change, alter, vary or waive any of the terms, requirements, or conditions contained in any application or policy.

16. That except for unilateral amendments by MGA to the commission schedule, this agreement may not be altered or modified, except in writing, signed by both parties.
17. That this agreement shall terminate immediately without notice if any public authority cancels or declines to renew the license or certificate of authority of PRODUCER. In the event of cancellation, revocation, suspension or forfeiture of such license PRODUCER shall immediately notify MGA of the complete details thereof, and PRODUCER shall forfeit all commissions, earned or unearned, on policies effective as of such cancellation, revocation, suspension, or forfeiture of license.
18. That the obligations of PRODUCER to indemnify and hold MGA harmless on any claim arising from failure of the PRODUCER to comply with the terms of this agreement shall survive termination of this agreement.
19. That if PRODUCER is a partnership, the death, withdrawal, or addition of one or more partners shall not terminate this agreement, but it shall be binding as between MGA and the partnership as then constituted. If PRODUCER is an individual and takes one or more partners, this agreement shall not terminate but shall be binding upon each and all members of such partnership.
20. That the rights, privileges, interests, powers, or claims of PRODUCER arising under or growing out of this agreement are not assignable (by sale or otherwise), and no assignee shall acquire any rights thereto, without the written consent of MGA.
21. That this agreement shall take effect upon its execution by said MGA. This contract is and shall be constructed to comply with all aspects of State of Texas law.
22. That this agreement applies to all business placed by and through MGA except such business as may be specifically covered by a separate written agreement.
23. That in the event any dispute between the MGA and PRODUCER under this agreement which the MGA and the PRODUCER are unable to resolve, the dispute shall be submitted to arbitration at the request of either party.
 1. The party requesting arbitration shall so notify the other party in writing and shall so specify the question or questions to be arbitrated.
 2. Within 10 days after receipt of such notification, the MGA and the PRODUCER shall each select an arbitrator and give the name and address of such arbitrator to the other.
 3. The two arbitrators shall promptly select a competent and disinterested party as the third arbitrator.
 4. The decision of any two of the three arbitrators so chosen shall be final and conclusive on the MGA and the PRODUCER. The decision shall be in writing and copy thereof given both the MGA and PRODUCER within 30 days after the request for arbitration.

5. All arbitration expenses shall be borne equally by the MGA and the PRODUCER.
6. Each arbitration shall take place in and be governed by Texas STATE law.

25. That if the term or provision of this agreement shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected hereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
26. That in the event the PRODUCER under this agreement is a corporation, it is agreed that it's undersigned corporate officer(s) shall personally guarantee the performance of this agreement and personally indemnify MGA for any damages or expenses caused by any breach of this agreement.
27. That MGA and the PRODUCER agree that there is good and sufficient and valid consideration for the execution of this agreement.
28. That's words and phrases shall be read in context and construed according to the rules of grammar and common usage. Words and phrases that have acquired a technical or particular meaning, whether by legislative definition or otherwise, shall be construed accordingly. Words in the present tense include the future tense. The singular includes the plural, and the plural includes the singular. Words of one gender include the other gender.
29. That PRODUCER shall submit promptly all applications for such policies
30. That PRODUCER shall submit in gross (without deduction of commission) all down payments, payments/premiums that may be received for such policies.
31. That PRODUCER'S name shall be clearly and prominently included with all materials processed by MGA, directly to insured's in size no smaller than that usually produced by MGA's electronic data processing for new policies, renewal policies, continuation notices of renewal certificates, and premium bills.
32. That in the event PRODUCERS appointment has been canceled, full commission will be paid on existing policies until all are expired, canceled or terminated.
33. That in the event it is necessary for MGA to institute legal proceedings against the said agent and/or the insured in order to collect any premium, fees or expense owed MGA under the terms of this agreement, PRODUCER agrees to waive any commission due themselves and to pay reasonable legal fees and court cost in the collection of any outstanding balance.
34. That an annualized commission will be paid as defined in the commission addendum. This commission can be withheld by said agent when remitting monies due to company.
35. That a policy fee of \$75.00 will be charged if the said agent elects to perform the home inspection- take pictures themselves. Said agent may elect to have 21st Century perform this task. In this event, the policy fee charged shall be increased to \$85.00. These policy fees are subject to change at any time with a 30 day notice being provided..

21st CENTURY GENERAL AGENCY

HOMEOWNERS COMMISSION ADDENDUM

Date _____

PROGRAM	COMMISSION RATE
Colonial Lloyds	15%

21st CENTURY GENERAL AGENCY INC
HOMEOWNERS PRODUCER AGREEMENT
SIGNATURE PAGE

AGENCY: _____

21st Century General Agency Inc.

SIGNATURE DATE

David Johnson President DATE

Witness _____

DATE