

## Producer Agreement Checklist for Smart Choice Agencies

- ☐ Agency Questionnaire
- ☐ Attach E&O Declaration Page
- ☐ Flood Insurance Producer Agreement
- ☐ W-9
- ☐ Authorization Form for Electronic Banking
- ☐ Agency Download Request Form (optional)

**Email:** [agencyservices@weareflood.com](mailto:agencyservices@weareflood.com)

# Producer Agreement Information

## Wright National Flood Insurance Services, LLC

### General Agency Questionnaire

Agency Name (Legal Business Name) \_\_\_\_\_

(Agency DBA name) \_\_\_\_\_

Mailing Address (with City, State & Zip) \_\_\_\_\_

Street Address (with City, State & Zip) \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Agency Manager \_\_\_\_\_

Taxpayer ID (TIN) \_\_\_\_\_ National Producer # \_\_\_\_\_

Agency Website \_\_\_\_\_

General Correspondence Email Address \_\_\_\_\_

Agency is a: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

Location is a: ☐ Main Office ☐ Sub-Office for \_\_\_\_\_ Agent # \_\_\_\_\_

Names of Officers, Partners or Owner:

Name	Title	E-Mail Address	Social Security No

How long has agency been in business? \_\_\_\_\_ Any changes in ownership: When? \_\_\_\_\_

Prior Name? \_\_\_\_\_

### Additional Agency Information

#### Internet Processing:

Agency Management System: \_\_\_\_\_

Send policy processing information to the following e-mail address: \_\_\_\_\_

Policy Document Delivery Preference: ☐ Postal Mail ☐ PDF Individual ☐ PDF Package ☐ Links Via Email ☐ Postal Mail and Email

E-mail Address: \_\_\_\_\_

Professional Insurance Organizations: ☐ PIA ☐ IIAA State Organization(s): \_\_\_\_\_

Number of: Licensed P & C Producers? \_\_\_\_\_ Licensed L & H Producers? \_\_\_\_\_

Personal Lines CSR's? \_\_\_\_\_ Commercial CSR's? \_\_\_\_\_

# Producer Agreement Information

(Continued)

Wright National Flood Insurance Services, LLC

## Additional Agency Information (continued)

YES NO

1. Any other business (e.g. Real Estate) conducted from premises?
2. Has any carrier terminated the agency in the past three (3) years for production and/or adverse loss ratio?
3. Any judgments or suits pending against agency?
4. Any license suspensions in the past five (5) years?
5. Have you or any licensed agents in your office ever been convicted of a felony crime in any State or Federal Court?
6. Any account current or unearned commission balances past due to any company?
7. Is the agency affiliated with a National or Regional brokerage firm?


Explain any "YES" answers for Questions 1-7. Please attach a legible written or typed explanation and submit with this questionnaire.

8. Overall Premium size of agency: \$ \_\_\_\_\_

Distribution of agency business (must equal 100%): Personal \_\_\_\_\_% Commercial \_\_\_\_\_% Life and Health \_\_\_\_\_%

9. Flood production commitment for next 12 months: \$ \_\_\_\_\_

10. Does agency have any branch or sub-offices? ☐ Yes ☐ No If yes, please provide name(s) and addressee(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

11. List all flood companies you are presently doing business with:

Company Name	Estimated Annual Premium Volume	Number of Policies

## ERRORS & OMISSIONS INSURANCE

(Attach copy of E&O Policy Declarations page that indicates limits of coverage, company, expiration date, and deductible.)

Describe any claims: \_\_\_\_\_

## REQUIRED SIGNATURE AND ATTACHMENTS

The representations and statements made above are true and accurate.

Signature:

Title:

Date:

\_\_\_\_\_

# Flood Producer Agreement

Wright National Flood Insurance Services, LLC

## PARTIES TO THIS FLOOD PRODUCER AGREEMENT:

**COMPANY:**

Wright National Flood Insurance Services, LLC  
801 94<sup>th</sup> Avenue North  
Suite 110  
St. Petersburg, FL 33702

**PRODUCER:****Contract Effective Date (hereinafter referred to as "Effective Date"):**

**WHEREAS**, Wright National Flood Insurance Services, LLC, (in California, DBA Wright Flood Insurance Services, LLC; in New York, Wright National Flood Insurance Services of New York, LLC) hereinafter referred to as "WNFIS") desires to designate Producer as non-exclusive producer, and to make available to Producer one or more insurance related products and services offered by WNFIS, and to authorize Producer to submit business to WNFIS; and

**WHEREAS**, Producer desires to accept such designation, and to solicit, sell, market, and promote the insurance related products and services offered by WNFIS, and to submit business to WNFIS;

**NOW THEREFORE**, WNFIS and Producer recognize that to accomplish their mutual desires, as stated above, WNFIS and Producer hereby agree as follows:

Producer agrees to:

**1. Duties of Producer:**

- A. Solicit sales of National Flood Insurance policies as authorized under the National Flood Insurance Act (hereinafter called "policy" or "policies") on behalf of Company and to submit applications for those policies to Company or its designated representative, subject to the published authority of the Federal Emergency Management Producer/ Federal Insurance and Mitigation Administration (hereinafter called "FEMA/ FIMA").
- B. Comply with all laws and regulations, including obtaining and maintaining appropriate property and casualty insurance licenses, and comply with other federal and state requirements to engage in the business of insurance in the locations in which Producer operates. Ordering of and securing zone determinations from Company shall be done solely for the placement of flood insurance with Company.
- C. Comply with the underwriting guidelines, bulletins, manuals, and written instructions issued by Company and FEMA/FIMA regarding the solicitation and submission of applications for National Flood Insurance policies. Producer agrees that Company may provide the National Producer Number of its agency and licensed agents to FEMA.
- D. Promptly report all claims and claims related activity to Company.
- E. Promptly notify Company of any individual, partnership, organization, or corporation employed by or affiliated with Producer for the purpose of soliciting policies under this Agreement (hereinafter called "Sub-producers").

- F. Be responsible for all actions of Sub-producers, and ensure all Sub-producers are properly licensed and appointed as required by law and that they comply with the terms of this Agreement and the state and federal requirements and criteria to engage in the business of insurance in the locations in which they operate.
- G. Promptly notify Company in writing of: (1) any claims, demands or suits against Company, Producer, or Sub-producers that Producer receives; or (2) any regulatory authority's investigation, findings, or action involving Producer or any of its Sub-producers.
- H. Obtain and maintain insurance Producer's Errors and Omissions insurance coverage, with minimum coverage amounts of \$1,000,000 per claim, from a company with a rating from A.M. Best Company of A- or better. Upon Company's request, Producer will provide Company with a copy of the Errors and Omissions insurance policy declarations page showing Producer's compliance with this requirement. Producer will give Company fifteen (15) days prior written notice of the cancellation or modification of its Errors and Omissions insurance coverage.
- I. Collect all monies as trust funds and immediately turn them over to Company without deduction. All monies collected are the property of Company.

## **2. Compensation:**

- A. Company will compensate Producer for all acts performed under this Agreement, including all expenses Producer incurs, according to the attached Company compensation schedule, "Producer Compensation Schedule", which is hereby made a part of this Agreement.
- B. Company may change the compensation to be paid to Producer and the terms listed on the Producer Compensation Schedule by giving the Producer prior written notice of the change, and a revised Producer Compensation Schedule.
- C. Company will pay Producer monthly.
- D. Producer will promptly refund a pro rata share of the compensation it received on any premiums returned to policyholders, including refunds on cancelled policies or on policies for which the premium has been reduced, at the rate at which the compensation was originally paid.
- E. Producer will only be compensated for its services under this Agreement while it is in effect. Any compensation due Producer will be subject to any indebtedness of the Producer to Company. Company will have the right to withhold payments to Producer to the extent necessary to offset any such indebtedness.
- F. Producer will keep confidential and will not disclose any information concerning the compensation it is to receive, or which it has received, under this Agreement, without Company's prior written approval, except as may be required by law, by a governmental body with jurisdiction in the area, or by a court of competent jurisdiction. This provision will survive the termination of this Agreement.

## **3. Limitation of Producer's Authority:**

- A. Producer will not solicit policy applications unless Producer is properly licensed in the state where the property is located.
- B. Producer may not extend the time for premium payment, nor waive or extend any obligation or condition of the policy.
- C. Producer will not: (1) participate in, or commit Company to, the settlement or payment of claims; or (2) incur any obligation or liability on behalf of Company.

- D. Producer may not assign this Agreement or Producer's compensation, and any such attempt to do so will be void. Company may freely assign this Agreement.
- E. Producer may not utilize zone determinations supplied by Company for risk determination. Zone determinations supplied by the Company shall be used strictly for placement of flood insurance with Company.

#### **4. Termination:**

- A. Unless otherwise provided by law, Company or Producer may terminate this Agreement at any time, with or without cause, by providing 90 days written notice to the other party.
- B. Either party may terminate this Agreement immediately by written notice to the other party if the other party engages in fraud, misconduct, abandons its business, becomes insolvent, declares bankruptcy, or materially breaches any terms of this Agreement.
- C. Company may terminate this Agreement immediately by written notice to Producer if Producer's insurance license is terminated or suspended in any state in which the Producer does business.
- D. Upon the termination of this Agreement, Company will make no claims to the right to control the expirations of the policies the Producer originated and serviced while this Agreement was in effect.

#### **5. General Agreements:**

- A. Company will provide direct-billed renewal premium notice to the designated payor of the policy prior to the policy's expiration date. Company will notify Producer following the expiration of the policies serviced by Producer under this Agreement.
- B. All materials furnished by Company are Company's property and will be returned by Producer upon demand or upon the termination of this Agreement.
- C. Company agrees to indemnify and hold Producer harmless from and against liability for Company's negligence under this Agreement, provided Producer: (1) has not caused or contributed to such liability by Producer's own acts, errors or omissions; (2) notifies Company promptly of any claim or suit against Company or Producer that Producer receives; and (3) allows Company to make any investigation, settlement or defense that Company deems prudent. Producer agrees to indemnify and hold Company harmless from all claims, losses, and damages, including all costs and legal expenses incurred, arising out of any breach of contract, error, omission, negligent or wrongful act, including any malfeasance, misfeasance or nonfeasance, by Producer or its Sub-producers for which Producer or its Sub-producers are legally liable.
- D. Any claim by Producer under this Agreement must be brought within one year of the occurrence of the claim.
- E. Producer is an independent contractor and shall never be deemed an agent for the Company. Producer is free to determine whom Producer will solicit, and the time, place, manner, and amount of such solicitation, consistent with the underwriting guidelines of Company and FEMA/FIMA that are in force when the solicitation is made.
- F. Producer authorizes Company and anyone acting on Company's behalf to conduct such background investigations of Producer, its owners, officers, employees, and Sub-producers, as Company deems necessary to satisfy itself that it has complied with federal and state requirements concerning persons who are able to engage in the business of insurance. Producer agrees to cooperate with Company and anyone acting on Company's behalf as the background checks are being conducted.

- G. Company has the right to determine, in its sole discretion, whether it will conduct business with any agent, Producer, or Sub-agent of Producer.
- H. To enable Company to comply with the privacy requirements of Title V of the Gramm-Leach-Bliley Act (PL 102-106) ("G-L-B"), and applicable state privacy and cybersecurity regulation. Producer agrees not to use or to disclose any nonpublic personal information, as that phrase is defined by G-L-B, or any applicable law or regulation, that it obtains from Company for any purpose that violates G-L-B or similar state privacy or cybersecurity laws or regulations, of for any purpose that is not intended by the Agreement.
- I. Except as provided in 2.B above, this Agreement is the entire agreement of the parties and may not be changed except by a properly executed written Agreement. No deviations from this Agreement, even if unprotested, will change the rights of the parties of the terms of this Agreement. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remaining portions of the Agreement will be given full force and effect.
- J. This Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles thereof relating to conflicts of laws. Any claim or controversy arising out of or related to this Agreement will be decided by a court of competent jurisdiction in Pinellas County, Florida.
- K. Producer acknowledges if they elect not to receive electronic delivery of commission statements or automatic direct deposit of commission checks they will be subject to a special handling fee and such fee (currently \$25.00 per check or statement) will be deducted/offset prior to any compensation or statements produced. Such fee will be subject to change by the company with notice.

#### **6. Data Security and Breach Notification:**

Producer shall maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of WNFIS Data. Producer shall also maintain commercially reasonable disaster recovery and backup processes designed for the recovery of WNFIS Data following a service interruption, security incident, or loss of hardware or software components supporting the service. Third party known violations of security policy, imminent threats of violation of security policy, or any authorization event that threatens the confidentiality, integrity, or availability of any information system or related data must be reported to [helpdesk@weareflood.com](mailto:helpdesk@weareflood.com) and [Compliance@weareflood.com](mailto:Compliance@weareflood.com).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**Wright National Flood Insurance Services, LLC**

By: Patricia Templeton-Jones  
Print Name: Patricia Templeton-Jones  
Title: President  
Date: \_\_\_\_\_

**Producer**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



# Producer Compensation Schedule

Wright National Flood Insurance Services, LLC

## Schedule Effective Date:


## Commission Rate

Products	New Business	Renewal Business	Rollover Business
National Flood Insurance	18%	18%	18%

The compensation rate applies to written premium.

THIS SCHEDULE IS INCORPORATED INTO THE FLOOD INSURANCE PRODUCER AGREEMENT ON ITS EFFECTIVE DATE AND WILL SUPERSEDE ANY PRIOR SCHEDULES RELATING TO THE SUBJECT MATTER ADDRESSED HEREIN. THE SCHEDULE WILL REMAIN EFFECTIVE UNTIL CANCELLED OR OTHERWISE MODIFIED BY COMPANY AS PROVIDED IN THE AGREEMENT. IN ADDITION, PARTIES CONCUR THAT IN CONSIDERATION, THE AGENCY POLICY RETENTION RATE MUST EXCEED COMPANY STANDARDS OR THE COMMISSION SCHEDULE WILL BE SUBJECT TO CHANGE WITH NOTICE BY COMPANY.

Wright National Flood Insurance Services, LLC

By: 
Title: <u>President</u> Date: _____

# Electronic Banking and Accounting Services Instruction Form

Wright National Flood Insurance Services, LLC

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We are pleased to offer a variety of electronic banking and accounting options to facilitate your business goals. These features were created to allow you to process your business faster. Please review the items below and select the services that best meet the needs of your agency.

## Electronic Withdrawal of Premiums (ACH)

Policy payment through ACH Debits is based on premium transactions generated by your agency on a daily basis through the Electronic Processing System. This process allows you to deposit insured payments into your accounts and have these premiums electronically swept. Eliminate postage and mail time and get policies issued faster.

### Instructions:

- Select ACH on the Authorization Form for Electronic Banking
- Complete the required section
- Sign and attach a voided check

This process remains in force until we receive written notification from your agency to terminate such authority and to allow the financial institution and us reasonable opportunity to act on it.

## Automatic Deposit of Agent Commissions

We also offer direct deposit of Flood Commissions into your checking account. Funds will be deposited into the account before the 10<sup>th</sup> of each month.

### Instructions:

- Select Direct Deposit on the Authorization Form for Electronic Banking
- Complete the required section
- Sign and attach a voided check

This process remains in force until we receive written notification from your agency to terminate such authority and to allow the financial institution and us reasonable opportunity to act on it.

## Electronic Delivery of Agent Statements

You may elect to receive your commission statements via fax or e-mail. This service expedites your ability to complete agency reconciliations. In addition to the email pdf commission statements, we offer an email of the commission statements in a CSV file format.

### Instructions:

- Complete the bottom section entitled Electronic Delivery of Flood Statements
- Sign and return

**To ensure the accurate set-up of these electronic banking processes, please allow up to five business days for these features to be available.**



# Electronic Banking and Accounting Services Form

Wright National Flood Insurance Services, LLC

Agency Name: \_\_\_\_\_ Agency #: \_\_\_\_\_

Please check the requested transaction(s):

☐

**Automatic Withdrawal of Premium (ACH)\***

☐

**Direct Deposit – Commission Checks\***

I hereby authorize Wright National Flood Insurance Services, LLC (the Company) to initiate credit entries\* (deposits) or debit entries\* (withdrawals) and adjustments for any credit or debit entries in error to my checking account indicated below.

This authorization is to remain in full force and effect until the Company has received written notification from me of its termination in such manner as to afford the company and named bank a reasonable opportunity to act on it.

It is the agent's responsibility to verify that funds transferred to his/her account are available for disbursement. The Company is not responsible for any bank fees incurred because of an agent's failure to verify deposited funds.

Financial Institution: \_\_\_\_\_

☐

Uncheck if Transit/ABA and Account # are different

Transit/ABA #: \_\_\_\_\_

Account #: \_\_\_\_\_

Authorized Account Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*Note:** If these transactions require different accounts, please copy this form and complete one form for each transaction request.

**PLEASE ATTACH A VOIDED CHECK OR A COPY OF A CHECK – NO DEPOSIT SLIPS**

Return completed forms to Agency Accounting at PO BOX 33005 – St. Petersburg, FL 33733-8005

Or email to [agencyservices@weareflood.com](mailto:agencyservices@weareflood.com)

## Electronic Delivery of Flood Statement

☐

I wish to receive my agency statements via email pdf

☐

I wish to receive my agency statements via email csv

Accounting Email Address: \_\_\_\_\_

Name (please print): \_\_\_\_\_

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

# Agency Downloads Information Sheet

Wright National Flood Insurance Services, LLC

Agency Download is one of the features offered by Wright Flood to assist your agency to operate with efficiency. If your agency uses an agency management system listed on the table below then consider allowing Wright Flood to send you an electronic download that will populate the fields in your management system and keep your database updated saving labor for your personnel. All processed flood policy transactions in Wright Flood's system are available daily for download into your agency management system.

Wright Flood supports download for the following Agency Management systems:

Vendor	Software System	Version
Agency Advantage	Download Manager	REV 032707
Agency Software	Agency Pro	
Agency Software	EasyApps Professional	
Agency Software	EasyApps 32-Bit	
Agency Software	EZAgent	
Agency Systems	Newton	
AMS	AMS 360	3, 5.0
AMS	Instar	9.1.5
AMS	Prime	5
AMS	Sagitta	7.5
Applied	TAM	6.3, 7.0, 7.1 & up
Applied	EPIC	
Applied	Doris	5.9.9, 6.2.9
Applied	Vision	
eBridge Inc	eAgent	1.0
Evolution Agency	eVo	2011.1.10 & up
Hawksoft	Client Management System	2.0
NASA	Eclipse	5.3
QQ Evolution / Quickfile	QuickDownload	1.5b
Quomation Systems	Powermanage	8/28/2008
SIS	Partner XE	10/14/2010
Special Agent	Special Agent	3.1 and later
Webcetera	EzLynx	3.0
Xanatek, Inc.	IMS (Insurance Management Solutions)	3.0
XDTI	Nexsure	

If you are using one of the above Agency Management systems and would like to sign up to receive download, please complete the Agency Download Registration Form below and indicate your preferences and email to [agencyservices@weareflood.com](mailto:agencyservices@weareflood.com). You may also register online at [www.wrightflood.com](http://www.wrightflood.com). Select "AL3 Registration" from the agent logon screen and follow the prompts.



# Agency Downloads Registration Form

Wright National Flood Insurance Services, LLC

E-mail to: [agencyservices@weareflood.com](mailto:agencyservices@weareflood.com)

Agency Name: \_\_\_\_\_ Agency ID: \_\_\_\_\_

Agency Internet Contact: \_\_\_\_\_ Download Start Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

If you have multiple office, will you be downloading data for your office only ☐ or all your sub-producers ☐ ?

Do you want to receive commission downloads? ☐ Yes ☐ No

Which system and version are you presently using? (Please refer to table on Agency Download Instructions.)

System: \_\_\_\_\_ Version: \_\_\_\_\_

Please provide the following information to setup your IVANS account:

IVANS account: \_\_\_\_\_ IVANS user ID: \_\_\_\_\_

Machine ID: \_\_\_\_\_

Indicate whether you would like an initial download or future transactions:

☐ **Transfer all existing information in one initial download.** Applied Users –Important – if you have flood diary data already entered in your agency management system, it may be erased if your current information matches with both the custom form type FLOD and the policy type HO.

☐ **Transfer information from day of setup forward.** Only future flood transactions will be transmitted.

Indicate the policy number format you would like from the choices below:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Format 1: "11 b222222222b3b44" | <input type="checkbox"/> Format 2: "11222222222344"  | <input type="checkbox"/> Format 3: "11 b222222222344" |
| <input type="checkbox"/> Format 4: "112222222223"       | <input type="checkbox"/> Format 5: "11 b222222222b3" | <input type="checkbox"/> Format 6: "11 b2222222223"   |
| <input type="checkbox"/> Format 7: "1122222222244"      |  |   |

Legend: 11 is policy state; 222222222 is base policy number; 3 is policy code; 44 is policy occurrence; b represents a blank space.  
Note: Formats 4-6 should prevent renewal transactions from going into suspense when the previous policy term exists on the agency's management system.

Special Instructions or Comments:

Once data is transferred from Wright National Flood Insurance Services, LLC including Wright National Flood Insurance Company to my agency, Wright National Flood Insurance Services, LLC has no responsibility as to how the data is used and/or manipulated. Additionally, I agree to hold Wright National Flood Insurance Services, LLC harmless from any issues arising from the content and/or use of the data.

**Agency Principal's Signature** \_\_\_\_\_

# Producer Agreement

## Wright National Flood Insurance Services, LLC

### PARTIES TO THIS AGREEMENT:

**COMPANY:****PRODUCER:**

**Wright National Flood Insurance Services, LLC**  
**801 94<sup>th</sup> Avenue North**  
**Suite 110**  
**St. Petersburg, FL 33702**

<b>Contract Effective Date:</b>
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**WHEREAS**, Wright National Flood Insurance Services, LLC, (in California, DBA Wright Flood Insurance Services, LLC; in New York, Wright National Flood Insurance Services of New York, LLC) (hereafter referred to as “WNFIS”) desires to designate Producer as a non-exclusive producer, and to make available to Producer one or more insurance related products and services offered by WNFIS, and to authorize Producer to submit business to WNFIS; and

**WHEREAS**, Producer desires to accept such designation, and to solicit, sell, market, and promote the insurance related products and services offered by WNFIS, and to submit business to WNFIS;

**NOW THEREFORE**, WNFIS and Producer recognize that to accomplish their mutual desires, as stated above, WNFIS and Producer hereby agree as follows:

**1. EFFECTIVE DATE:**

This Producer Agreement (“Agreement”) shall take effect on the Effective Date shown above unless state law imposes special conditions. If so, this Agreement shall take effect when those conditions are met.

**2. DUTIES:****(a) Duties of WNFIS:**

Subject to the terms and conditions hereof, WNFIS shall perform its duties and fulfill its obligations, as described below:

- 1) WNFIS shall render to Producer all cooperation and assistance reasonably necessary to allow Producer to fulfill its obligations and duties as a non-exclusive Producer under this Agreement.
- 2) WNFIS shall make available for soliciting, procuring, and transmitting applications, all insurance related products and services that WNFIS has authorized in any Addendum attached hereto.
- 3) WNFIS shall solely be responsible for issuing any policies, certificates, endorsements, or other insuring documents contemplated under this Agreement. All applications are subject to approval by WNFIS.
- 4) WNFIS reserves the right to cancel directly any insurance related product or service at any time, but in the event of such cancellation, WNFIS shall notify the Producer concurrently to giving any direct notice.
- 5) WNFIS, at its sole discretion, may use outside contractors, underwriters, or service providers to perform any or all of the insurance related services it provides.
- 6) WNFIS shall be solely responsible for paying all state premium taxes or any other taxes levied on policies and certificates of insurance issued hereunder, including but not limited to surplus lines taxes and for any related tax filing or reporting, subject to Producer’s responsibility to provide a surplus lines affidavit, diligent search documentation and any other state specific requirements where applicable including but not limited to retention requirements of same.

**(b) Duties of Producer:**

Subject to the terms and conditions hereof, Producer shall perform its duties and fulfill its obligations, as described below:

- 1) Producer shall faithfully solicit, sell, market, and promote the insurance related products and services offered by WNFIS, within the scope of the authority granted to Producer herein. In all matters pertaining thereto, Producer shall exercise diligence in the performance of its duties under this Agreement.
- 2) Producer shall submit applications for insurance related products or services as authorized by WNFIS and subject to the laws of each state or jurisdiction in which Producer is authorized to write insurance business and further limited by the terms and conditions of this Agreement.
- 3) Producer shall comply with the requirements and procedures for binding coverage as stated in this Agreement and as may be communicated by WNFIS to Producer from time to time. Notwithstanding the foregoing, Producer shall have no authority to bind WNFIS on any risks.
- 4) With respect to each class of business which Producer is authorized to solicit under this Agreement, Producer shall neither solicit nor accept proposals for insurance coverage on any of the following
  - a. Risks that are unacceptable in accordance with WNFIS underwriting standards which WNFIS, from time to time, may communicate to the Producer. Such communication may be in any form or in any such manner as WNFIS deems appropriate under the circumstances.
  - b. Risks which are not in compliance with the applicable forms, rules or rates, according to their exact terms and to the laws and regulations governing Producer.
  - c. Any risk not previously agreed to by WNFIS in writing to Producer.
- 5) The Producer shall not submit applications to WNFIS where any proposed insured is a Specially Designated National or Blocked Person as determined by the Office of Foreign Assets Control.

**3. COMPLIANCE WITH LAWS:**

- (a) Each party herein warrants and covenants that it possesses all licenses required in each state or jurisdiction to perform its obligations under this Agreement. Producer shall provide to WNFIS current copies of all licenses required to perform Producer's obligations under this Agreement.
- (b) Producer hereby authorizes WNFIS, and each of its affiliates, to verify the status of Producer's licenses, and any other licensee submitting business under this agreement, in the National Insurance Producer Registry (or any similar data base).
- (c) If a Producer appointment is required from an insurer WNFIS represents, Producer shall pay all applicable license and appointment fees and taxes.
- (d) Each party herein shall observe and comply with all laws, rules, regulations, departmental bulletins, and governmental orders applicable to the activities being performed under this Agreement.

**4. INDEPENDENT CONTRACTOR:**

- (a) Producer shall at all times be considered an independent contractor, and nothing herein shall be construed as creating a relationship of employer-employee, partner, joint venture, officer or agent of WNFIS in any manner. Producer has no authority to bind WNFIS to any contract of insurance, any premium finance agreement, or any other contractual obligation. For purposes of this Agreement and the non-exclusive business relationship between the parties herein, Producer is the agent of Producer's customers.
- (b) Producer shall not incur any expense on behalf of WNFIS or any insurer represented by WNFIS in any respect. Producer shall solely be responsible for payment of compensation to any agents or solicitors appointed by it and shall fully indemnify, defend and hold harmless WNFIS against any claims for compensation made by Producer's agents or solicitors.

- (c) Producer shall make and file all reports and returns required by any municipal, state, or federal statute or regulation, and shall pay all license, income, self-employment, unemployment, and any and all other taxes and levies upon the business of the Producer by virtue of doing business as an independent contractor and shall fully indemnify, defend and hold harmless WNFIS from all liability for the same.
- (d) The reports, returns, and taxes that are required shall not include state premium taxes, surplus lines taxes or any other taxes levied on policies and certificates of insurance issued hereunder, which shall be the responsibility of WNFIS.

## **5. RECORDS AND AUDITS:**

- (a) Producer shall maintain complete and accurate records, including correspondence, of all business transacted under this Agreement. Producer shall maintain said records in a reasonably accessible format for at least seven (7) years.
- (b) During the term of this Agreement, and for seven (7) years after its termination, Producer shall allow WNFIS to audit, examine and copy any and all records of any business transacted under this Agreement. Said audit will occur during Producer's normal business hours, upon seven (7) days prior written notice.

## **6. TERRITORIAL LIMIT:**

- (a) The territorial limit of this Agreement is limited to each state or jurisdiction shown on the attached Addendum. The territorial limit of this Agreement is also limited by the availability of those insurance products and services actually offered by WNFIS. The territorial limit of this Agreement may be changed at the sole option of WNFIS by providing Producer with written notice of such change.
- (b) This Agreement shall not be construed as giving Producer an exclusive right to solicit, sell, market, or promote the insurance related products and services offered by WNFIS in any state or jurisdiction. It is understood that WNFIS may contract with other producers in all states or jurisdictions in which WNFIS intends to conduct business, including those states or jurisdictions in which Producer conducts business.

## **7. COMMISSIONS:**

- (a) As full remuneration for the business submitted under this Agreement, WNFIS agrees that Producer shall be entitled to receive commissions on premiums paid to WNFIS, net of refunds, as described in any Addendum attached hereto. Producer shall have no claim for commissions or other remuneration on the business submitted by other producers.
- (b) With respect to cancellations resulting in returned premiums, Producer shall immediately return to WNFIS the commission originally received on the amount of the refunded premium. Producer agrees that WNFIS shall have the authority to offset monies due, Producer further agrees that should the maximum commission payable on any policy written under this Agreement be reduced or limited by any applicable statute or regulation, WNFIS may, in its sole discretion, reduce or limit the percentage of commission payable hereunder to conform to said statute or regulation.
- (c) Producer agrees that the commission payable to Producer pursuant to any Addendum attached hereto may be changed at the sole discretion of WNFIS. WNFIS will utilize its best efforts in providing Producer (30) day prior written notice of change. WNFIS agrees that said change shall only apply to business submitted after the change takes effect. Upon receipt of said notice, Producer may either accept the change or terminate this Agreement pursuant to Section 13 herein.
- (d) Any monetary obligation of Producer to WNFIS, regardless how incurred, shall constitute a charge with the right of off-set by WNFIS against any credit in favor of Producer.
- (e) Producer acknowledges if they elect not to receive electronic delivery of commission statements or automatic direct deposit of commission checks they will be subjected to a special handling fee and such



fee (currently \$25.00 per check or statement) will be deducted/offset prior to any compensation or statements produced. Such fee will be subject to change by the company with notice.

(f) This Section 7 shall survive the termination of this Agreement.

## **8. BINDING REQUIREMENTS:**

- (a) Producer shall have no authority to bind WNFIS on any risks. Producer agrees to submit the following to WNFIS for approval and binding of coverage:
- 1) Completed application signed by the applicant and by Producer;
  - 2) Surplus lines affidavit as required by law;
  - 3) Any other forms or disclosures that must be signed by the applicant as required by law or as required by an insurer;
  - 4) Payment of the full premium (minus Producer's commission, when authorized by WNFIS); and
  - 5) Payment of all non-commissionable charges such as surplus lines tax, surcharge or stamping fee, policy fee and inspection fee.
- (b) Producer's commission shall be based on Collected Net Premiums on business written by Producer. As used herein, and within any Addendum attached hereto, "Collected Net Premiums" shall be defined as the gross premiums collected less the gross premiums refunded to the named insured.
- (c) Except when WNFIS receives premiums directly, Producer agrees to pay, whether collected or not, the premium and any applicable taxes and fees on business written by Producer under this Agreement.
- (d) All premiums, taxes and fees received by Producer shall be held by Producer in a fiduciary capacity for the sole purpose of remitting to WNFIS, and when applicable, for the sole purpose of paying to the appropriate tax authorities, and also in accordance with the applicable laws of each jurisdiction in which Producer conducts business under this Agreement.

## **9. MARKETING MATERIALS:**

- (a) At its own expense, WNFIS will supply to Producer all promotional materials reasonably necessary to solicit, sell, market, and promote the insurance related products and services offered by WNFIS. Producer shall not use any promotional materials other than those supplied by WNFIS to solicit, sell, market, or promote the insurance related products and services offered by WNFIS without prior written approval from WNFIS.
- (b) Except for those promotional materials supplied by WNFIS, Producer shall not use the WNFIS name or the names of any insurer, underwriter or vendor represented by WNFIS, or under contract with WNFIS, to solicit, sell, market, or promote the insurance related products and services offered by WNFIS without prior written approval from WNFIS. All promotional materials supplied by WNFIS to Producer shall always remain the property of WNFIS and shall be accounted for and returned by Producer to WNFIS on demand.

## **10. CLAIMS:**

WNFIS shall have the sole responsibility to adjust and pay claims, as directed by the applicable insuring company, arising under business submitted by Producer. Producer shall promptly report all claims to WNFIS in writing, even if Producer receives oral notice of said claims within 24 hours of notice of claim. Allocated expenses incurred by WNFIS for the adjusting, handling, processing, and payment of claims will be included in the total incurred losses for the named insured.

## **11. INSURANCE REQUIREMENTS:**

- (a) At its own expense, Producer shall maintain Errors and Omissions insurance covering the activities of Producer and its affiliates under this Agreement. Said insurance shall remain in full force and effect during

the entire term of this Agreement and Producer shall provide WNFIS with a copy of all such policies. Producer shall immediately notify WNFIS if said insurance is no longer in full force and effect.

- (b) Producer's Errors and Omissions insurance shall be placed with an insurer with an A minus or better rating from A.M. Best, for an amount equal to the greater of \$1,000,000 or 20% of Producer's gross written premium (up to a maximum of \$15,000,000 in coverage) and with a deductible of not more than \$150,000. This is a minimum requirement only and does not diminish any of Producer's indemnification obligations under Section 12.
- (c) At its sole option, WNFIS may waive Producer's obligation to maintain Errors and Omissions insurance provided one or more Guarantors have signed a Guarantee of Performance Agreement wherein each Guarantor guarantees Producer's performance of the terms of this Agreement including Producer's indemnification obligations under Section 12. Each Guarantor shall provide WNFIS with a copy of its financial statement on the inception date of this Agreement and on each anniversary date thereafter.

## **12. INDEMNIFICATION:**

- (a) Producer shall defend, indemnify and hold harmless WNFIS and its affiliates, and their respective officers, directors, employees, agents, successors and assigns from and against any actual or alleged damage, liability, loss, cost, expense, fine, or penalty, including reasonable attorneys' fees and costs, arising out of the acts or omissions of Producer or its affiliates, or their respective officers, directors, employees or agents, and from the failure of Producer or its affiliates, or their respective officers, directors, employees or agents to comply with any federal or state laws, rules or regulations.
- (b) WNFIS shall defend, indemnify and hold harmless Producer and its affiliates, and their respective officers, directors, employees, successors and assigns from and against any actual or alleged damage, liability, loss, cost, expense, fine, or penalty, including reasonable attorneys' fees and costs, arising out of the acts or omissions of WNFIS or its affiliates, or their respective officers, directors, employees or agents, and from the failure of WNFIS or its affiliates, or their respective officers, directors, employees or agents to comply with any federal or state laws, rules or regulations.
- (c) Notwithstanding any provision of this Section 12, the defense and indemnity obligations of each party hereto are limited solely to vicarious liability for the acts or omissions of the other party. Under no circumstances are any of the obligations in this Section 12 to be construed as applying to allegations of a party's own direct liability to a third party or to a governmental agency.
- (d) The provisions of this Section 12 shall survive termination of this Agreement.

## **13. TERMINATION:**

- (a) This Agreement shall be perpetual in its duration and may be terminated by either party, without cause, by providing the other party with one hundred and eighty (180) days prior written notice of such termination.
- (b) This Agreement may be suspended or terminated immediately upon the occurrence of any of the following, which shall constitute cause:
  - 1) Material breach of this Agreement by a party, provided that the non-breaching party provides the breaching party with written notice of the nature of the breach and the breaching party fails to cure such breach within thirty (30) days of receipt such notice.
  - 2) Termination or suspension of any license required under this Agreement, provided that such license is not reinstated within thirty (30) days.

- 3) Non-payment of commission due to Producer or of commission refund due to WNFIS, provided that Producer does not pay such commission within three (3) business days of receipt of notice from WNFIS.
- 4) Termination or suspension of Producer's Errors and Omissions insurance coverage.
- 5) Termination is required by state or federal law, or by any order of any state or federal agency or court with authority to issue such an order.
- 6) Conviction, entry of a plea of nolo contendere, or imposition of probation without verdict for any felony or for any misdemeanor related to the business of insurance, including fraud, theft and embezzlement, or for any other offense related to misusing or taking funds.
- 7) Insolvency of either party herein, including the filing of a voluntary or involuntary petition in bankruptcy, the reorganization under bankruptcy laws, the making of any assignment of property for the benefit of creditors, and the consent to the appointment of a receiver or trustee.
- (c) Notice of suspension or termination of this Agreement may be given by telephone, facsimile, telegram, mail, e-mail or any other common method of communication designed to give actual and sufficient notice to enable timely compliance with said notice, and shall be followed by written notice in compliance with Section 14. Upon receipt of such notice, the Parties shall cease all activities under this Agreement, in accordance with the notice. Should a party fail to comply with any such suspension or termination notice, the non-compliant party agrees to reimburse the compliant party for all losses, expenses or damages directly caused by the failure to comply.
- (d) The parties agree that any indebtedness of Producer to WNFIS at the termination of this Agreement may be offset by any indebtedness of WNFIS to Producer.
- (e) Upon termination of this Agreement, Producer shall continue to perform all customary and necessary services regarding all policies or certificates issued under this Agreement until all such policies or certificates have been cancelled, non-renewed, or otherwise terminated. If Producer fails in any respect to fulfill this continuing service obligation, then any expense incurred by WNFIS will be fully reimbursed by Producer to WNFIS, either directly or as an offset against future monies owed to Producer under this Agreement.
- (f) WNFIS acknowledges that Producer owns its expirations and the records related thereto. WNFIS further acknowledges that WNFIS will not attempt to use this information to solicit policyholders or sell such information to a third party during the term of this Agreement and thereafter, provided that the Producer is not in breach of this Agreement, including, but not limited to, failure to remit net premium as required hereunder.
- (g) Upon termination of this Agreement, WNFIS may, at its sole option, discontinue payments of all monies owed Producer under this Agreement until such time as all policies or certificates issued under this Agreement have been cancelled, non-renewed, or otherwise terminated.

#### **14. NOTICES:**

- (a) All notices or other material communications required under this Agreement shall be given in writing, addressed to the President at the address noted on first page of this Agreement, or to any such other address as may be substituted by written addendum. Said notices or communications shall be sent as follows:
  - 1) by registered or certified United States mail, return receipt requested and postage prepaid;
  - 2) by nationally recognized express courier with delivery confirmation;

- 3) by facsimile machine transmission with transmission confirmation; or
  - 4) by email with confirmed receipt.
- (b) Notices and communications given under this Section 14 shall be deemed to be duly given and received either five (5) calendar days after the date of mailing, or one (1) business day after being delivered to an express courier or being transmitted by facsimile.

**15. ARBITRATION:**

- (a) Upon any claim or controversy arising out of this Agreement, including the validity thereof, except for equitable or injunctive relief, it shall be settled by binding arbitration in Pinellas County, Florida, administered by the American Arbitration Association (“AAA”) and conducted by a sole arbitrator in accordance with the AAA Commercial Arbitration Rules. Fourteen (14) calendar days before the hearing, the parties shall exchange and provide to the arbitrator: (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) a pre-marked copy of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted.
- (b) The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages. The award is final and may not be appealed except for clear abuse. The award rendered by the arbitrator may be entered by any court of competent jurisdiction. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration.
- (c) Notwithstanding the provisions of this Section 15, nothing shall preclude WNFIS from seeking equitable or injunctive relief against Producer in a court of competent jurisdiction. Producer acknowledges that its obligations under this Agreement are unique and that monetary redress may be inadequate to compensate WNFIS for a breach thereof. The parties hereby agree that the venue for any such equity proceeding shall be the Sixth Circuit Court of the State of Florida, County of Pinellas. Producer, wherever located, hereby consents to personal jurisdiction and venue before said Court.

**16. PRIVACY:**

- (a) Each party shall adopt a privacy policy and disclose such policy to its clients or customers.
- (b) Each party shall protect the non-public personal information of its customers as required by the Gramm-Leach-Bliley Act, or similar state privacy and cybersecurity regulation rules promulgated therein.

**17. CONFIDENTIALITY:**

- (a) In the course of this Agreement, it is anticipated that either party will, from time to time, provide access to confidential records, data, documents, files, underwriting guidelines, procedures, premium rates, policy forms, sales and marketing documents, computer software and systems, system and processing protocols and client information owned by it or its affiliates (“Confidential Information”). Neither party shall directly or indirectly, disclose or use, or allow the disclosure or use, of any Confidential Information except as is required to perform obligations under this Agreement. Each party shall take all reasonable steps necessary to prevent every unauthorized disclosure of Confidential Information.
- (b) Upon termination of this Agreement, each party shall immediately return to the other all Confidential Information in its possession, custody or control, including Confidential Information in the control of its agents and affiliates, and no party shall retain any copies of any Confidential Information.
- (c) This provision shall survive termination of this Agreement.

**18. ASSIGNMENTS AND ASSUMPTIONS:**

Neither party shall assign its rights nor delegate its duties under this Agreement, unless otherwise agreed upon by the parties in writing.

**19. ENTIRE AGREEMENT:**

This Agreement and all Addenda constitute the entire agreement between the parties. This Agreement and its Addenda supersede all previous producer agreements between the parties, whether oral or written, and may not be modified or amended by either party, except as mutually agreed in writing. There are no warranties, representations, or agreements other than those set forth in this Agreement and its Addenda.

**20. GENERAL PROVISIONS:**

- (a) When required by law, this Agreement shall be automatically amended or modified to conform to any applicable state or federal law, which amendments or modifications shall become effective immediately and without requiring the written agreement of the parties.
- (b) If any provision of this Agreement is adjudged to be unenforceable, all remaining provisions shall continue in full force and effect.
- (c) This Agreement may be executed in duplicate, each of which shall be deemed an original, which together will constitute one and the same Agreement.
- (d) No waiver, modification, change or alteration of any term, provision or addenda of this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.
- (e) This Agreement shall be subject to and construed under the laws of the State of Florida (without regard to choice-of-law rules). Venue for any dispute related to this Agreement shall be Pinellas County, Florida.

**21. DATA SECURITY AND BREACH NOTIFICATION:**

Company shall maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of the User's data. Company shall also maintain commercially reasonable disaster recovery and backup processes designed for the recovery of User's data following a service interruption, security incident, or loss of hardware or software components supporting the service. Third party known violations of security policy, imminent threats of violation of security policy, or any unauthorized event that threatens the confidentiality, integrity, or availability of any information system or related data must be reported to [helpdesk@weareflood.com](mailto:helpdesk@weareflood.com) and [Compliance@weareflood.com](mailto:Compliance@weareflood.com).

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IN WITNESS WHEREOF, the parties, each intending to be legally bound, have caused this Agreement to be executed by their duly authorized representative on the dates written below.

**Wright National Flood Insurance Services, LLC**

By: *Patricia Templeton-Jones*

Print Name: Patricia Templeton-Jones

Title: President

Date: \_\_\_\_\_

**[Producer]**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**PRODUCT LINE AUTHORIZATION  
Producer Production Addendum No. 1**

This Producer Production Addendum ("Addendum") attaches to and becomes a part of the **Date** Producer Agreement ("Agreement") by and between **Wright National Flood Insurance Services, LLC ("WNFIS")** and **Producer Name** ("Producer"), as follows:

- 1. AUTHORIZED TERRITORY:** Territories in which the Producer is properly licensed, documentation of the license is provided to WNFIS, and where coverage is afforded. Territories are subject to limitations.
- 2. ADDENDUM EFFECTIVE DATE:**
- 3. PRODUCER PRODUCTION:**
  - (a) Producer shall have no authority to bind WNFIS on any risks. Producer agrees to submit the following to WNFIS for approval and binding of coverage:
    - 1) Completed application signed by the applicant and by Producer;
    - 2) Surplus lines affidavit as required by law;
    - 3) Any other forms or disclosures that must be signed by the applicant as required by law or as required by an insurer;
    - 4) Any other forms or disclosures that must be completed, performed, or signed by the Producer as required by law or as required by an insurer;
    - 5) Payment of the full premium, taxes and applicable surcharges or fees, minus Producer's commission and minus any applicable surplus lines taxes or fees to be remitted to the appropriate tax authority by Producer.
  - (b) Producer's commission shall be based on collected Net Premiums on business written by Producer. "Net premiums" as provided for herein shall be defined as the gross premiums collected less the gross premiums refunded to the named insured.
  - (c) Except when WNFIS receives premiums directly, Producer agrees to pay, whether collected or not, the premium and any applicable taxes and fees on business written by Producer under this Addendum.
  - (d) Producer shall countersign policies of insurance or certificates where required by state insurance law. All costs or expenses such as countersignature fees and commissions shall be paid by Producer.
  - (e) Producer shall not incur any expense on behalf of WNFIS or any insurer represented by WNFIS in any respect. Producer shall solely be responsible for payment of compensation to any producer or solicitor retained by Producer and shall fully indemnify, defend and hold WNFIS harmless against any claim for compensation made by any such producers or solicitors as Producer may retain.
  - (f) Prior to remitting any monies to WNFIS or any surplus lines taxes or fees to the appropriate tax authority, all funds received by Producer under this Addendum shall be held by Producer in a fiduciary capacity for the sole purpose of remitting said monies to WNFIS and to the appropriate tax authority, and shall be held in accordance with the applicable law of each jurisdiction in which Producer conducts business under this Addendum

All terms and conditions of the Producer Agreement not in conflict with the foregoing remain unchanged.

**IN WITNESS WHEREOF**, the parties, each intending to be legally bound, have caused this Producer Production Addendum to be executed by their duly authorized representative on the dates written below.

**Wright National Flood Insurance Services, LLC**

**By:** Patricia Templeton-Jones

**Print Name:** Patricia Templeton-Jones

**Title:** President

**Date:** \_\_\_\_\_

**[Producer]**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Producer Agreement Private Flood Commission Addendum Wright National Flood Insurance Services, LLC


This Commission Schedule is attached to and forms a part of the Producer Agreement by and between Wright National Flood Insurance Services, LLC, Wright Flood Insurance Services, LLC in CA, Wright National Flood Insurance Services of New York, LLC in NY ("WNFIS") and Producer \_\_\_\_\_; supersedes all prior commission addenda, both oral and written, and shall not be amended, changed, or altered without the consent of both parties.

WNFIS agrees to pay commission to Producer according to the following schedule:

**Effective Date:** \_\_\_\_\_

Products	Commission Rate	
	New	Renewal
Zurich Residential Private Flood	13%	10%
E&S Primary Ground-up Flood	14%	14%
WNFIC Admitted (single family only) Excess Flood over maximum NFIP Flood limits	12.5%	12.5%
E&S (personal/commercial) Excess over maximum NFIP Flood limits	10.5%	10.5%
E&S Open Market Submissions	Commission is determined on a risk by risk basis	
Incline Casualty Company	13%	10%

Wright National Flood Insurance Services, LLC

 _____  Title: _____ President _____ Date: _____
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The compensation schedule applies to net written premium. The schedule will remain effective until cancelled or otherwise modified as provided in the agreement. In addition, parties concur that in consideration, the agency policy retention rate must meet or exceed company standards or the commission schedule will be subject to change with notice by company.