

This agreement, made and entered into by and between Impact Programs, hereinafter referred to as the “Company”, and _____, an insurance agency and/or broker, hereinafter referred to as the “Producer”.

WITNESSETH THAT: In consideration of Company placing risks from time to time for the Producer with an insurer, or insurers, and for the mutual promises hereinafter set out, it is hereby agreed between Company and Producer as follows:

1. Producer warrants and represents that it is an agent and/or broker duly licensed by the laws of the State wherein the risks emanate and desires to effect and/or continue to effect insurance coverages for its clients through Company with admitted and non-admitted insurance carriers in accordance with the laws and regulations of the State wherein the risks emanate pertaining thereto.
2. Producer is an agent for the insured and acts on behalf of the insured. Producer is not an agent, sub-agent, or broker for Company. This agreement or the relationship between the parties and their officers and employees is not intended, and shall not be construed, to create a partnership, joint venture, or employment relationship between Company and Producer. Producer is for all purposes an independent contractor.
3. Producer shall maintain at all times this agreement is in effect, and for a period of three (3) years thereafter, Errors and Omissions professional liability insurance with minimum limits of one million (\$1,000,000) per claim and in the aggregate. Producer shall provide a copy of the declarations page or certificate of insurance upon request by Company.
4. Producer is authorized to solicit, receive and send to Company submissions for commercial lines insurance; and to collect, account, receipt for and pay premiums due for business which is bound by Company. Producer has NO AUTHORITY to bind coverage without prior written approval from Company or issue certificates of insurance on behalf of Company.
5. Company retains sole discretion to accept, reject, or submit to an insurer for consideration any applications of insurance for risks submitted by Producer. Company shall incur no liability to Producer, the insured, or any other person for failure to place such risks. Further, Company shall have no responsibility to Producer or any insured with respect to the adequacy, amount, or form of coverage obtained through Company. Producer expressly agrees to indemnify and hold Company harmless from any claim or liability asserted against Company as a result of following Producer’s instructions.
6. Producer acknowledges that coverages placed by Company at the request of Producer are not subject to flat cancellation after the inception date of the policy. Producer agrees to assume full responsibility and guarantee payment for all premiums on policies and binders issued at

his/her request, whether or not the premiums have been collected by the Producer from the insured.

7. Commission amounts due Producer shall be as noted on the applicable Company quotes, invoices and/or statements.
8. Producer agrees to remit the net balance due from invoices and/or statements, including any applicable fees and taxes, to Company no later than twenty (20) days from the inception date of the coverage. Producer agrees to refund ratably to Company any unearned commissions on return premiums at the same rate at which such commissions were originally allowed to Producer.
9. Producer agrees to maintain proper books of record and account. Company may examine and inspect the property and premises of Producer and the Producer's books and records during normal business hours upon twenty-four (24) hours telephone notice.
10. Each party shall indemnify, defend, and hold harmless the other party, its shareholders, officers, directors and employees from and against any claim, and any and all loss, liability, damages, costs, and expenses, including attorneys' fees, sustained or incurred by such indemnified party, or by any of the indemnifying party's employees to the extent directly based upon or resulting from (1) any act or omission by the indemnifying party and/or its employees giving rise to the claim, loss, liability, damages, costs or expenses or (2) any breach of this agreement.
11. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflicts of laws principles. Company and Producer each knowingly, voluntarily, irrevocably and intentionally a) waive all rights to a trial by jury in any suit, action or proceeding arising out of or otherwise relating to this agreement, and b) submit to the jurisdiction and venue of any state court sitting in Johnson County in the State of Kansas or federal court sitting in Wyandotte County in the State of Kansas.
12. This agreement supersedes all previous agreements and understandings, whether oral or written, and may be terminated by either party upon receipt of written notice of termination. Such termination, however, shall not affect the rights of the parties as respects coverages in effect on the date of termination.
13. In the event of termination of the agreement, the Producer, having promptly accounted for and paid premiums for which he/she may be liable, the Producer's records, use and control of expirations shall remain the property of the Producer and be left in his/her undisputed possession; otherwise the records, use and control of expirations shall be vested in Company.
14. Upon the execution of this agreement by Producer, the terms hereof shall apply to all coverages then in effect or which may thereafter be affected by Company.
15. The failure of Company to enforce any of the terms, covenants and provisions of this agreement shall not be deemed a waiver thereof.

