



Producer Information Form

General Information

Full Legal Name of Agency/Broker: _____

Mailing Address:

Physical Address: (If Different)

Tel No: _____

Toll No: _____

Fax No: _____

Corporate Location Address: (If Applicable)

_____ Tel No: _____

_____ Fax No: _____

Organization Type: Corporation Partnership LLC
 Individual Sole Proprietorship

Years In Business: _____

Website: _____

Tax ID or Social Security Number: _____

Insurance

Does your agency maintain Fidelity Coverage over all offices and employees?

Yes No

If yes, please indicate the following:

Insurance Company: _____

Limits: _____

Deductible: _____

Expiration Date: _____

(Enclose copy of Dec Page)

Does your agency maintain E & O Coverage?

Yes No

If yes, please indicate the following:

Insurance Company: _____

Limits: _____

Deductible: _____

Expiration Date: _____

(Enclose copy of Dec Page)

Background

Is agency engaged in, owned by, associated with, or controlled by any other business interest?

Yes No

If yes, explain: _____

Is Agency a member of NAPSLO? Yes No

Is Agency a member of AAMGA? Yes No

Other? (Please list) _____

Current Umbrella/Excess Volume: _____

Current Umbrella/Excess Markets: _____

Does agency operate as:

Wholesaler % _____ MGA % _____
 Retailer % _____ Combination % _____

Do the Retail Agents / Brokers for whom you place business sign an agreement with regards payment of premium?

Yes No

(Enclose copy of agreement)

Background (cont.)

Has any member of your firm received any disciplinary action by a state insurance department or other regulatory authority?

Yes No

If yes, please explain: _____

Were there any pending or threatening litigations or judgments within the past 5 years exceeding \$10,000 against the broker or any of the principals?

Yes No

If yes, please explain: _____

Licensing

With regards to item No: 1 of the Producer Payment Agreement using the list below indicate in which state's your agency writes business...

(Please attach appropriate Corporate/Individual Licenses requested below along with your appointment application.)

ALABAMA	<input type="checkbox"/>	LOUISIANA	<input type="checkbox"/>	OHIO	<input type="checkbox"/>
ALASKA	<input type="checkbox"/>	MAINE	<input type="checkbox"/>	OKLAHOMA	<input type="checkbox"/>
ARIZONA	<input type="checkbox"/>	MARYLAND	<input type="checkbox"/>	OREGON	<input type="checkbox"/>
ARKANSAS	<input type="checkbox"/>	MASSACHUSETTS	<input type="checkbox"/>	PENNSYLVANIA	<input type="checkbox"/>
CALIFORNIA	<input type="checkbox"/>	MICHIGAN	<input type="checkbox"/>	RHODE ISLAND	<input type="checkbox"/>
COLORADO	<input type="checkbox"/>	MINNESOTA	<input type="checkbox"/>	(**)S. CAROLINA	<input type="checkbox"/>
CONNECTICUT	<input type="checkbox"/>	MISSISSIPPI	<input type="checkbox"/>	SOUTH DAKOTA	<input type="checkbox"/>
DELAWARE	<input type="checkbox"/>	MISSOURI	<input type="checkbox"/>	(**)TENNESSEE	<input type="checkbox"/>
Dist. of COLUMBIA	<input type="checkbox"/>	MONTANA	<input type="checkbox"/>	(**)TEXAS	<input type="checkbox"/>
(**)FLORIDA	<input type="checkbox"/>	NEBRASKA	<input type="checkbox"/>	UTAH	<input type="checkbox"/>
(**)GEORGIA	<input type="checkbox"/>	NEVADA	<input type="checkbox"/>	VERMONT	<input type="checkbox"/>
IDAHO	<input type="checkbox"/>	NEW HAMPSHIRE	<input type="checkbox"/>	(**)VIRGINIA	<input type="checkbox"/>
ILLINOIS	<input type="checkbox"/>	NEW JERSEY	<input type="checkbox"/>	WASHINGTON	<input type="checkbox"/>
INDIANA	<input type="checkbox"/>	NEW MEXICO	<input type="checkbox"/>	WEST VIRGINIA	<input type="checkbox"/>
IOWA	<input type="checkbox"/>	NEW YORK	<input type="checkbox"/>	WISCONSIN	<input type="checkbox"/>
KANSAS	<input type="checkbox"/>	NORTH CAROLINA	<input type="checkbox"/>	WYOMING	<input type="checkbox"/>
KENTUCKY	<input type="checkbox"/>	NORTH DAKOTA	<input type="checkbox"/>	(**)HAWAII	<input type="checkbox"/>

- 1) Please attach a copy of a current Corporate/Agency - Property/Casualty/Surplus Lines License's per your indications above. We require these licenses for appointment purposes.
- 2) In addition, if you have checked any of the states prefixed by (**) we must also receive a copy of a current license held by one company agent/individual along with the Corporate/Agency license in this state.
- 3) Who should our office contact for further licensing information?

Name: _____
 Tel. No: _____
 Email: _____
 Address: _____

THIS AGREEMENT, executed in duplicate, by and between Heath XS, LLC
59 South Finley Avenue, Basking Ridge, New Jersey 07920 (“hereinafter referred to as
“the company”) and

having its principal office at _____

(hereinafter referred to as “the Producer”).

WHEREAS, the Producer desires to utilize the services and facilities of the Company in
obtaining insurance coverages for the Producer’s clients and

WHEREAS, the Company agrees to extend such services and facilities to the Producer
subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenant therein set
forth, and for other good and valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, the parties hereto agree as follows:

1. The Producer warrants that it is properly licensed to transact business as an agent or
broker in accordance with the insurance laws of the state or states in which the
Producer transacts such business.
2. The Company agrees to allow the Producer commission on insurance coverages
placed by the Producer through the Company in accordance with the rate of
commissions stipulated by the Company. No insurance contract may be returned to
the Company by the Producer for flat cancellation unless it is returned prior to
effective date of contract and agreed to by the insurance company if after the effective
date. Earned premium shall be computed and charged on every contract unless
otherwise prescribed by law.
3. The Producer shall guarantee and be liable to the Company for the full amount of
premium and applicable state taxes, less the Producer’s commission. Such premiums
and taxes shall be due by broker to the Company 30 days from the date of the policy
inception.

4. If, after the expiration of the payment terms set out above, the Company has not received the amount due, the Company may, at its option, and without waiving any of its other rights, collect from the insured the premium due. In the event the Company collects the premium or any part thereof from the insured, the Producer shall not be entitled to any commission on the premium so collected. Attempts by the Company to collect from the insured shall not relieve the Producer of liability to the Company except to the extent of amounts actually collected by the Company from the insured. The Company reserves the right to cancel or request that the insurer cancel any policies for which premium payments are delinquent.
5. The Company shall be entitled to reimbursement for the cost of collection, including reasonable attorney's fees, incurred in an effort to collect unpaid premium from the Producer or other persons responsible for payment of the same.
6. This instrument constitutes the entire Agreement between the parties and supercedes all previous agreements entered into between the parties hereto; and all such previous agreements, whether oral or written, are hereby merged into this instrument.
7. This agreement may be cancelled at any time, by written notice of either party to the other, but said cancellation shall not alter, in any way, the continued application of this Agreement to insurance policies effective prior to the date of such cancellation.
8. Producer agrees to indemnify, defend, and hold Heath XS, LLC harmless for any and all liabilities, losses, claims, demands, suits, fines, penalties, expenses, damages, costs and attorney's fees made or assessed against, or incurred by Heath XS, LLC caused by (1) Producers material breach of this Agreement and/or, (2) following the implicit or implied instructions of Producer and/or (3) reason of material inaccuracy of any representation by Producer of any term, condition, or warranty contained in this agreement and/or (4) Producers misrepresentation in violation of or in contravention of any applicable State or Federal law.
9. This Agreement shall be construed under the laws of the State of New Jersey and Producer consents to jurisdiction in the Courts of New Jersey for any action on this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, on the _____ day of _____, _____.

“COMPANY”. HEATH XS, LLC

By: _____

“PRODUCER”. _____

By: _____

Title: _____

PRODUCER PAYMENT AGREEMENT

THIS AGREEMENT, executed in duplicate, by and between Heath XS, LLC

59 South Finley Avenue Basking Ridge, NJ 07920
Tel: 800-524-3284 or 908-766-7140 Fax: 908-766-4419

59 South Finley Avenue, Basking Ridge, New Jersey 07920 (“hereinafter referred to as “the company”) and

having its principal office at _____

(hereinafter referred to as “the Producer”).

WHEREAS, the Producer desires to utilize the services and facilities of the Company in obtaining insurance coverages for the Producer’s clients and

WHEREAS, the Company agrees to extend such services and facilities to the Producer subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenant therein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Producer warrants that it is properly licensed to transact business as an agent or broker in accordance with the insurance laws of the state or states in which the Producer transacts such business.
2. The Company agrees to allow the Producer commission on insurance coverages placed by the Producer through the Company in accordance with the rate of commissions stipulated by the Company. No insurance contract may be returned to the Company by the Producer for flat cancellation unless it is returned prior to effective date of contract and agreed to by the insurance company if after the effective date. Earned premium shall be computed and charged on every contract unless otherwise prescribed by law.
3. The Producer shall guarantee and be liable to the Company for the full amount of premium and applicable state taxes, less the Producer’s commission. Such premiums and taxes shall be due by broker to the Company 30 days from the date of the policy inception.

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4. If, after the expiration of the payment terms set out above, the Company has not received the amount due, the Company may, at its option, and without waiving any of its other rights, collect from the insured the premium due. In the event the Company collects the premium or any part thereof from the insured, the Producer shall not be entitled to any commission on the premium so collected. Attempts by

the Company to collect from the insured shall not relieve the Producer of liability to the Company except to the extent of amounts actually collected by the Company from the insured. The Company reserves the right to cancel or request that the insurer cancel any policies for which premium payments are delinquent.

5. The Company shall be entitled to reimbursement for the cost of collection, including reasonable attorney's fees, incurred in an effort to collect unpaid premium from the Producer or other persons responsible for payment of the same.
6. This instrument constitutes the entire Agreement between the parties and supercedes all previous agreements entered into between the parties hereto; and all such previous agreements, whether oral or written, are hereby merged into this instrument.
7. This agreement may be cancelled at any time, by written notice of either party to the other, but said cancellation shall not alter, in any way, the continued application of this Agreement to insurance policies effective prior to the date of such cancellation.
8. Producer agrees to indemnify, defend, and hold Heath XS, LLC harmless for any and all liabilities, losses, claims, demands, suits, fines, penalties, expenses, damages, costs and attorney's fees made or assessed against, or incurred by Heath XS, LLC caused by (1) Producers material breach of this Agreement and/or, (2) following the implicit or implied instructions of Producer and/or (3) reason of material inaccuracy of any representation by Producer of any term, condition, or warranty contained in this agreement and/or (4) Producers misrepresentation in violation of or in contravention of any applicable State or Federal law.
9. This Agreement shall be construed under the laws of the State of New Jersey and Producer consents to jurisdiction in the Courts of New Jersey for any action on this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, on the _____ day of _____,_____.

“COMPANY”. HEATH XS, LLC

By: _____

“PRODUCER”. _____

By: _____

Title: _____