



Intuitive Brokerage Services, LLC.
6855 S Havana St, #620,
Centennial, CO 80112

PRODUCER AGREEMENT and PROFILE

Intuitive Brokerage Services, LLC (“Intuitive”) makes this Production Agreement (“Agreement”) with _____ (“Producer/Agency”) _____ (address) _____ (contact) _____ (contact email address) _____ (phone number) _____ (fax number)

Producer wishes the assistance of Intuitive to obtain insurance for clients (“Insureds”) and in conducting related insurance business, and Intuitive is willing to assist Producer subject to the terms and conditions in this Agreement. Intuitive is a licensed broker. Intuitive and Producer are sometimes referred to in this Agreement as a “Party” or the “Parties.”

THEREFORE,

I. REMITTANCE OF PREMIUMS AND OTHER PAYMENTS DUE

Where premiums are agency-bill by Intuitive, Producer’s Insured will be responsible for the full balance of all amounts due for all insurance policies, certificates of insurance and other insurance business, including fees and taxes thereon, arising from or related to any insurance obtained with the assistance of Intuitive. Producer will remit payment to Intuitive within thirty (30) days of the effective date of each invoice or demand for payment issued by Intuitive. Producer will remit each payment at the address of Intuitive appearing on this Agreement, or at such other address Intuitive may provide by written notice to Producer.

Where premiums are direct-bill by Insurers, Producer will be responsible for the full amount of all deposit premiums, including any taxes or surcharges, required to bind the account. Producer shall instruct the client to issue payment as instructed by Intuitive and to send deposit premiums directly to the address provided by Intuitive. Deposit premiums are due by the effective date of coverage.

II. PRODUCER’S GUARANTEE OF PAYMENTS AND RELATED COSTS

The obligation of Producer to collect and remit payment to Intuitive for insurance premiums, as described in I above, shall remain the obligation of Producer unless otherwise specifically agreed in writing by Intuitive. No obligation of Producer to pay Intuitive for any amount shall be terminated, reduced, delayed or transferred without the written approval of Intuitive. In the event of a sale of Producer or its business to any

third party; the obligation of Producer to pay Intuitive for all amounts due shall remain the obligation of the undersigned Producer unless otherwise specifically agreed in writing by Intuitive. Producer will remit to Intuitive all amounts due without regard to whether Producer can collect any amounts from any account, insured or other party. In addition to the guarantees set forth herein, Intuitive may also require principals, officers, executives, and other representatives or investors of Producer to execute personal guarantees for any or all amounts due or to become due. In the event that Intuitive may be required to take any action to collect any amounts not paid by Producer when due, then Intuitive shall be entitled to reimbursement of all costs incurred to collect any amounts due from Producer, including but not limited to attorney's fees and court costs. In the event that any fines, penalties or other liabilities, costs or expenses may be levied, assessed or charged by any government agency or surplus lines association as a result of Producer's failure to remit any payments when due, then Intuitive shall be entitled to reimbursement from Producer of all such amounts.

III. COMMISSIONS AND RETURN PREMIUMS

Producer shall be entitled to and paid commission as a percentage of the premiums paid to Intuitive. Producer shall be required to pay return commission or return fees on any return premiums to Intuitive, including but not limited to return premiums resulting from any cancellations, reductions, audits or amendments to the terms of any insurance subject to this Agreement.

IV. AUTHORITY TO BIND INSURANCE

Producer shall not bind, nor agree to bind, any insurer with respect to any insurance without authorization in advance from Intuitive. Producer shall pay and indemnify Intuitive for the full amount of any costs, liabilities and other damages or expenses arising from any unauthorized binding of insurance by Producer, including but not limited to all costs and attorneys' fees for defending Intuitive against any claims arising from any unauthorized binding of insurance by Producer.

IV. ADVERTISING

Unless specifically authorized by Intuitive in advance in each instance, Producer shall not create, order, distribute, place or allow any advertising, advertisement or other promotional materials which make any representations regarding Intuitive or its represented insurers, or which reference Intuitive or its represented insurers in, on or through any medium, including but not limited to periodicals, circulars, newsletters, handbills, radio, television, and any other means of communication. Producer shall pay and indemnify Intuitive for the full amount of any costs, liabilities and other damages or expenses Intuitive may incur from any unauthorized advertising or promotional references by Producer, including but not limited to all costs and attorneys' fees for defending Intuitive against any claims arising from any unauthorized advertising or promotional references by Producer.

V. ERRORS AND OMISSIONS INSURANCE REQUIRED OF PRODUCER

With respect to all business conducted or to be conducted under this Agreement, Producer shall at all times maintain insurance coverage against liability for its errors and omissions with limits of liability of at least One Million Dollars (\$1,000,000). Producer further warrants that such errors and omissions insurance is

already in effect and in good standing as of the execution of this Agreement. Intuitive requires Producer to provide evidence of Producer's errors and omissions insurance coverage at any time.

VI. MAINTENANCE OF INSURANCE LICENSE

With respect to all business conducted or to be conducted under this Agreement, Producer shall at all times maintain a Property & Casualty Agent/Broker license, meeting the requirements of the state in which the Producer conducts business. Producer further warrants that such license is already in effect and in good standing as of the execution of this Agreement. Intuitive requires Producer to provide evidence of insurance license.

VII. CANCELLATION OF THIS AGREEMENT AND SUBSEQUENT PAYMENTS

Either Producer or Intuitive may cancel this Agreement at any time by written notice from one party to the other party. In the event that Intuitive cancels this Agreement due to violation of any terms by Producer, then Producer hereby agrees to relinquish and waive any further right or claim to any subsequent commission and to any other payment from Intuitive, if any, to the extent necessary to satisfy any payments due to Intuitive under this Agreement. In the event that this Agreement may be canceled without violation of any terms by Producer, then any subsequent commissions and return premiums arising from any transaction for which an original commission was earned under this Agreement shall be paid after cancellation of this Agreement, subject to all other terms and conditions of this Agreement.

Agreed upon this _____ day of _____ 20__.

Producer:

Intuitive Brokerage Services, LLC

By: _____

By: _____

(Name and Title)

Rick Eldridge

Signature: _____ Date: _____

Please attach a copy of your current E&O dec page or certificate, along with a copy of your agency license in the appropriate states