



PRODUCER AGREEMENT INTRODUCTION

AIU Underwriters LLC is structured to provide you with the service, beyond that usually associated with managing general agents. We wish to become your prime source for the placement of your business.

In this vein, we are also doing our due diligence that the insurance companies we utilize on your behalf are financially sound and can provide good service in all areas, including claims. We have an Agency Agreement between you and us, which clearly delineates our roles, and states that you own your business. Please read this agreement in full, sign and date both copies, and return them to us, with a copy of your Errors and Omissions Policy Declarations page, a copy of the principal agent's license and the Agency Profile. Upon agreement, we shall sign your copy and return it to you for your files.

AIU Underwriters LLC reserves the right to run credit and other checks on your business, with all information so developed being held as confidential and privileged. In some instances, we may request additional information.

In summary, please return the following to our office:

- Fully Completed, signed and dated Agency Profile
- Both Copies of the Agency Agreement signed and dated.
- Copy of the principal agent's Florida License
- Copy of the Declaration Page of your Agency E & O policy.

If the Agency Name is not a Filed Florida Corporation, then the Agreement will; be between the principal licensee and AIU Underwriters LLC

If you have any questions, you can call your AIU Field Representative direct, or our office at (305) 703-0088. We look forward to your participation as a member agency.



INSURANCE
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AGENCY PROFILE

1. Legal Name of

AGENCY:

ADDRESS OF AGENCY:

NAME OF PRINCIPAL:

AGENT:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL:

2. Other Locations

ADDRESS:

NAME OF PRINCIPAL AGENT:

ADDRESS:

NAME OF PRINCIPAL AGENT:

3. Agency Is:

AN INDIVIDUAL

A PARTNERSHIP

A CORPORATION

NAME OF AGENCY OWNERS

PERCENTAGE OWNED

A

%

B

%

C

%

YEAR AGENCY ESTABLISH:

FEDERAL ID NUMBER (or):

SOCIAL SECURITY NUMBER:

4. State Agents License Number and States Licensed

AGENT NAME

AGENT/BROKER LICENSE #

SURPLUS LINES LICENSE #

ST



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5. Is the Agency engaged in any other business?

Yes No

If yes, give details:

List all insurance companies that write more than 20% of your business:

INSURANCE COMPANY NAME	%	BINDING AUTHORITY	
A	%	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B	%	YES <input type="checkbox"/>	NO <input type="checkbox"/>
C	%	YES <input type="checkbox"/>	NO <input type="checkbox"/>
D	%	YES <input type="checkbox"/>	NO <input type="checkbox"/>

6. Professional “E & O” Liability Limits (attach Copy of Declaration Page)

MINIMUM LIMITS REQUIRED \$1,000,000

NAMED OF INSURANCE CARRIER	POLICY NUMBER	LIMIT \$	EXPIRATION

7. Office Staff who will be submitting Business to us

NAME	POSITION	TELEPHONE (Ext)	
		()	ext



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8. Insurance Company References (three)

CARRIER	POSITION	TELEPHONE (Ext)
		() ext
		() ext

9. Bank, address & officer references (two)

BANK:

ADDRESS:

OFFICER:

BANK:

ADDRESS:

OFFICER:

10. Name of person who signs profile

PRINT NAME:

POSITION:

SIGNATURE:

DATE THIS PROFILE WAS COMPLETED:



Please send completed form to info@aiuunderwriters.com.

AIU Underwriters LLC reserves the right to run a credit and other checks on the applicant. we shall assign an Agency number to be used on all transactions for record-keeping and accounting matters. if there is not sufficient room to complete the above, attach separate sheets, indicating the questions being answered. this profile does not obligate AIU Underwriters LLC to appoint the applicant, nor the applicant to accept an Agency Appointment. the attached Agency Contract should be signed and dated where indicated and returned to AIU Underwriters LLC with this profile. upon your signature and appointment of your Agency as a Contracted Agent, we shall return one copy of the signed Contract for your file.



PRODUCER AGREEMENT

Producer Agreement Between AIU Underwriters LLC Herein referred to as AIU Underwriters LLC
and

(Agency Name)

Hereinafter referred to as "Producer"

1. Authority and Responsibility

In submitting business to AIU Underwriters LLC, Producer is

Agent for the applicant for insurance and is not acting as an agent, subagent or broker for AIU Underwriters LLC. 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 AIU Underwriters LLC and Producer. Producer is for all purposes an independent contractor.

Producer shall have no authority to bind any insurer for AIU Underwriters LLC, or act as an agent for AIU Underwriters LLC, or commit to or issue binders, policies, or other written evidence of insurance or make, later or vary any terms of coverage, or waive or modify terms of payment of any premium or deposit, or insure any liability for AIU Underwriters LLC.

AIU Underwriters LLC assumes no responsibility to any policyholder, sub-agent, solicitor, or sub-producer, with regard to the adequacy, amount or form of coverage obtained through AIU Underwriters LLC. Producer agrees to hold AIU Underwriters LLC harmless from any claims, or causes of action, judgments, fines, penalty, and all costs and fees, asserted against AIU Underwriters LLC in following Producer's instructions.

AIU Underwriters LLC shall have the sole right to accept or reject applications for insurance.

2. Licensing and Insurance

Producer hereby warrants to AIU Underwriters LLC that Producer is properly licensed to transact business as an agent or broker in accordance with the provisions of insurance laws of any state in which Producer shall transact such business. Producer further warrants that it shall maintain Errors and Omissions Insurance while this agreement remains in effect in amounts acceptable to AIU Underwriters LLC. Producer will provide AIU Underwriters LLC evidence, in accordance with procedures established by AIU Underwriters LLC of license(s) as an agent and/or broker for the state(s) in which Producer may transact business and of Errors and Omissions Insurance. This evidence may include copies of current agent/broker licenses and of Errors and Omissions Insurance policies and certificates requiring thirty (30) days' notice from the insurer of cancellation or non-renewal.

3. Guarantee of Payment

In consideration of AIU Underwriters LLC handling such Producer's business as is accepted and for other good and valuable considerations, Producer guarantees the payment to AIU Underwriters LLC of all premiums including deposit and adjustable premiums (excepted as noted in Section 4) on policies of insurance placed by Producer through AIU Underwriters LLC and all divisions of AIU Underwriters LLC. Such payment is due and shall be paid to AIU Underwriters LLC by Producer upon the inception date of the policy or upon the binding of coverage whichever date is earlier, unless otherwise amended in writing by AIU Underwriters LLC and is due and payable whether or not Producer has collected the premium. Producer shall be liable and shall pay return commissions at the same rate as originally credited to Producer for all return premium adjustments or cancellations made at the option of AIU Underwriters LLC, the insured or otherwise. Producer agrees that there is a 25% minimum earned premium and that all fees (policy fee, inspection fee, etc.) are fully earned. Producer assumes the credit risk of advancing premiums to AIU Underwriters LLC before collecting premiums from an insured.

This guarantee shall be performed by Producer upon demand of AIU Underwriters LLC at any time with respect to any collected premium or unpaid return commission then outstanding. Producer acknowledges that AIU Underwriters LLC, without limitation of other remedies, reserves the right to cancel policies for non-payment of premium to AIU Underwriters LLC.

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4. Uncollectable Adjustable Premiums

Premiums which have been determined by audits, retrospective rating or interim reports are fully earned at the invoice date of such audits, adjustments, or reports as evidenced by AIU Underwriters LLC invoice. Producer will be relieved of responsibility for such premiums, provided the insurer releases AIU Underwriters LLC of liability for such premiums, or Producer notifies AIU Underwriters LLC in writing 10 days after said invoice date, stating that Producer has made diligent efforts and is unable to collect such premiums. Failure to give AIU Underwriters LLC such timely notice shall constitute Producer's acceptance of responsibility to pay such premiums. Timely notice shall be a letter sent by mail, telecopier, facsimile, or telex, dated within 10 days after the appropriate invoice date and received at the office and received at the office of AIU Underwriters LLC. If commission applies to these adjustments, none will be allowed to Producer on premiums collected directly by AIU Underwriters LLC under this provision. In addition, such notice shall not relieve Producer of responsibility to make any and all attempts at collection of such premiums within said 10 days after invoice date. This section (4) may be modified by AIU Underwriters LLC as to a specific coverage if the insurer does not permit AIU Underwriters LLC to return the item of it the insurer requires a shorter return period than 10 days.

5. Claims

Producer shall notify AIU Underwriters LLC promptly of any claims, suits or notice of loss (or circumstances which might reasonably be expected to result in a claim, suit or notice of loss) and shall cooperate fully with AIU Underwriters LLC to facilitate the investigation and adjustment of any claim when and as requested by AIU Underwriters LLC.

6. Fiduciary Responsibility of Producer

Any monies collected by the Producer for the account of AIU Underwriters LLC shall be held by the Producer in a fiduciary account, in accordance with the laws or regulations of the state where Producer resides or, if there are no such laws, in accordance with the laws and regulations of Florida. Provided Producer is in compliance with all the terms of this agreement, Producer shall be entitled to any interest earned on said monies while so held by Producer.

7. Compliance with Statutes

The Producer warrants that: it will comply with all applicable laws and regulations governing the conduct of business subject to this Agreement in the jurisdiction(s) involved; it is properly licensed to transact business as an Agent or Broker in accordance with the provisions of insurance laws of any state in which business is transacted; and Producer will promptly notify AIU Underwriters LLC of any suspension, cancellation, or disciplinary action in respect of its license or licenses.

8. Advertising

The Producer shall not cause advertisement referring to or using the name of AIU Underwriters LLC or its insurance companies or issue or cause to have issued any letter, circular, pamphlet or other publication or statement so referring without the express prior written consent of AIU Underwriters LLC. In the event AIU Underwriters LLC shall be subject to loss or expense arising out of any unauthorized advertisement, publication or statement of the Producer, the Producer shall be liable for and hereby indemnifies and saves AIU Underwriters LLC harmless from all resulting damages, fines, penalties and costs.

9. Governing Laws

This Agreement shall be deemed to have been made in and shall be governed by the laws of the state of Florida.

10. Termination of Agreement

This Agreement may be terminated at any time by either party giving written notice to the other. After the date of termination of this Agreement, the producer shall complete the collection and accounting to AIU Underwriters LLC for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding insurance, including but not limited to return premium and return commissions. Producer shall, after termination, continue to provide prompt notice and cooperate fully with AIU Underwriters LLC and the insurer regarding claims as set forth in Section 5 of this Agreement. Producer shall, at the request of AIU Underwriters LLC, or any insurer whose policy is affected, give notice of cancellation or non-renewal of a policy, subject to applicable laws or regulations.

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11. Waiver or Default

Failure of AIU Underwriters LLC to enforce any of the provisions of this Agreement or to terminate it because of a breach hereof, shall not be deemed to be a waiver of such provisions or of any breach committed by the Producer. If the Producer fails to observe, keep or perform any provisions of this Agreement and AIU Underwriters LLC incurs damages, obligations, judgment or cost and expenses (including reasonable attorneys' fees), the Producer shall pay promptly, indemnify, save, defend and hold harmless AIU Underwriters LLC from all said damages, obligations judgment and all cost and expenses claimed against or incurred by AIU Underwriters LLC in enforcing provisions of this agreement or by reason of any act or omission of Producer. If Producer shall at any time be in default in any of its obligations to AIU Underwriters LLC hereunder AIU Underwriters LLC shall have the right, so long as such default shall continue, to the exclusive use and control of any or all such expirations and to apply any proceeds or use thereof against such obligations of Producer; provided, that minor accounting discrepancies shall not be deemed to constitute a default for the purpose of this Section.

12. Managing General Agent

All collection of premiums from Producer and reporting of net premiums to insurers in respect of the business of Producer shall be done by AIU Underwriters LLC, a managing general agent.

13. Placement of Surplus Lines Orders

Producer shall not place an order with AIU Underwriters LLC for any excess or surplus lines insurance unless Producer shall have first complied with any applicable state laws requiring Producer to attempt to procure such insurance from insurers authorized to do business in the State or residence of the proposed insured.

14. Collection of Amounts

If a party hereto shall bring suit to enforce collection of any amount claimed due, in additions to the amount owed the prevailing party shall be entitled to receive reasonable attorneys' fees, cost of court and interest on the amount owed computed from the date the obligation became owing at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest per annum that may be incurred by contract in the state where the action is brought.

15. Entire Agreement

This Agreement, together with AIU Underwriters LLC Agency Profile and any addendum or schedules, constitutes the entire agreement between AIU Underwriters LLC and the Producer and supersedes and replaces any previous agreements between AIU Underwriters LLC and the Producer. No oral promises or representations shall be binding, nor shall this agreement be modified, except by agreement in writing and executed on behalf of AIU Underwriters LLC. This Agreement shall apply to current policies already in force at the date hereof and all future policies which may be placed by AIU Underwriters LLC for the Producer. Producer shall not assign this agreement of any commissions payable hereunder.

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PRODUCER AGREEMENT

EXECUTED THIS

DAY OF

NAME OF PRODUCER

PRODUCER'S SIGNATURE

AGENT / BROKER LICENSE NUMBER

SURPLUS LINES BROKER NUMBER (IF APPLICABLE)

SOCIAL SECURITY NUMBER OR FEDERAL I.D. NUMBER

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER ()

AIU Underwriters LLC

By

*If the Producer is an individual, the individual must sign; if the Producer is a partnership, one of the partners must sign and indicate the title of such partner; if the Producer is a corporation, an authorized officer must sign and indicate the title of such authorized officer.

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250 Catalonia Avenue | Suite 503 | Coral Gables, Florida 33134 | Phone: 305.703.0088 | www.aiuunderwriters.com

send applications and submissions to: info@aiuunderwriters.com



PRODUCER AGREEMENT ADDENDUM

Principals of the company

NAME:

POSITION:

SS NUMBER:

HOME ADDRESS:

PREVIOUS ADDRESS:

I certify that I am the person named above. as principal of:

I authorize AIU Underwriters LLC. to obtain personal credit reports and credit data to be used only in conjunction with this application.

SIGNATURE / TITLE:

NAME:

POSITION:

SS NUMBER:

HOME ADDRESS:

PREVIOUS ADDRESS:

I certify that I am the person named above. as principal of:

I authorize AIU Underwriters LLC to obtain personal credit reports and credit data to be used only in conjunction with this application.

SIGNATURE / TITLE:

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Business Credit References

Please list two business credit references below. (Please indicate actual addresses, not post-office numbers).

COMPANY NAME:

COMPANY ADDRESS:

ADMIN TELEPHONE:

COMPANY

COMPANY ADDRESS:

ADMIN TELEPHONE:

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