



A Managing General Agency

PRODUCER AGREEMENT

X

Agency Name

AGENCY# _____

PRODUCER AGREEMENT

This Agreement, made and entered into
By and between



HEREINAFTER CALLED MJI

and

AGENCY **X**

ADDRESS **X**

AN INSURANCE AGENCY HEREINAFTER CALLED THE PRODUCER

WITNESSETH THAT: Pursuant to the request that the underwriting and placement facilities of MJI be made available to the undersigned, as Producer, MJI hereby authorizes the Producer to receive proposals for such contracts of insurance covering risks as may be lawfully procured by MJI: subject, however, to the restrictions placed upon such Producer by the laws of the State wherein the risks emanate from and to the terms and conditions hereinafter set forth.

It is hereby agreed between MJI and the PRODUCER as follows:

GENERAL

- (1) Producer warrants and represents that it is an agent duly licensed by the laws of the State wherein the risks emanate from and desires to effect and/or continue to effect insurance coverages for its clients through MJI with admitted and non-admitted insurance carriers in accordance with the laws and regulations of the State wherein the risks emanate pertaining thereto.

BINDING AUTHORITY

- (2) MJI authorizes Producer to receive, BUT NOT TO ACCEPT OR BIND COVERAGE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MJI, proposals for insurance covering such classes of risks as the various companies with MJI places coverage and may from time to time authorize to be insured; and to collect, receive and receipt for premiums on insurance tendered by the Producer to and accepted by said various companies.
- (3) Producer agrees that if, to comply with the provisions of the State Insurance Code, MJI causes Producer to licensed with the Company and/or Companies for whom MJI acts as General Agent, such licenses shall be issued with the understanding that Producer has no authority to accept or bind risks on behalf of such companies unless previously authorized, in writing, to do so by MJI.

COMMISSIONS

(4) MJI agrees to allow the Producer commission on insurance coverages effected by MJI in accordance with MJI's usual scale of commissions and/or specific coverages and commissions, as may be set out within this agreement or agreed upon at date of acceptance of such coverage by MJI. Producer agrees to refund ratably to MJI and any unearned commissions on return premiums at the same rate at which such commissions were originally allowed to Producer.

CANCELLATIONS

(5) Producer acknowledges that coverages effected by MJI at the request of Producer are not subject to flat cancellation after the inception date of the policy, and that the Producer assumes full responsibility 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 assured.

TERMINATION OF AGREEMENT – CONDITIONS

(6) 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.

(7) 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 MJI.

(8) Upon the execution of this Agreement by Producer, the terms hereof shall apply to all coverages then in effect or which may thereafter be effected by MJI.

(9) The failure of MJI to enforce any of the terms, covenants and provisions of this Agreement shall not be deemed a waiver thereof.

EFFECTIVE DATE

(10) This agreement shall take effect on the _____ day of _____

Between Med James, Inc.

By: _____ Title _____

and

Agency Name:

_____ X _____

By: (signature) X _____ Title X _____

MUST BE COMPLETED BY ALL PRODUCERS:

Employers Federal Identification Number _____ X _____

And/or Social Security Number _____ X _____

ACCOUNTING BASIS-CREDIT CONDITIONS

DATE: X _____

AGENCY PRODUCER: X _____

ADDRESS X _____

Producer agrees to make payment to Med James, Inc. (MJI) of the net premium of each item of coverage effected by MJI at the request of the Producer **in accordance with the account rendered to the Producer by MJI**. Said account shall be due and payable on the thirtieth day of the month following the month for which the account is rendered, whether or not the premiums for the items shown thereon have been collected by the Producer from the insured. Cancellations or credits for subsequent month(s) may not be applied to reduce current amount due, i.e. cancellations and credits are applicable only within the month they are effective.

By: _____ Title: _____

Med James, Inc.

By: (signature) X _____ Title: _____

Agency Representative

Please fill out (type) where designated with an X and then print two copies, sign and return both to compliance at Med James, Inc., P.O. Box 2014, Shawnee Mission, Kansas 66201

***Med James, Inc.
8595 College Boulevard
Shawnee Mission, Kansas 66201***