

# 3D STAR INSURANCE SERVICES, INC.

## Producer Agreement

**Producer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

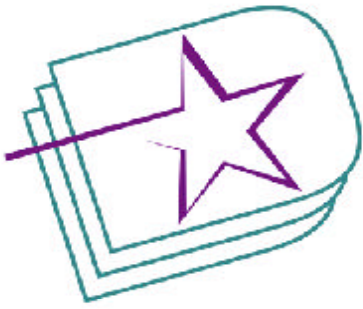
**Re: Agreement between 3D Star Insurance Services, Inc. (hereinafter called 3D Star) and \_\_\_\_\_ (hereinafter called Producer).**

In consideration for 3D Star placing risks from time to time for Producer with an insurer or insurers and for mutual promises and covenants set forth in this agreement, it is agreed as follows:

1. **LICENSING.** PRODUCER is licensed as an agent or broker in accordance with the laws and regulations of the states in which business may be transacted and will furnish proof of such licensing upon request by 3D Star.
2. **AUTHORITY.** PRODUCER is not an agent or employee of 3D Star and has no authority to bin 3D star or any of it's companies to any contract of insurance or any other contractual obligations. For the purposes of this agreement and the business relationship between PRODUCER and 3D Star, the PRODUCER is the agent of it's customer.
3. **GUARANTEE OF PAYMENT.** PRODUCER guarantees payment to 3D Star of all premiums including minimum earned premiums, deposits, adjustable premiums and premium taxes (except as noted in Section 5) on policies of insurance placed by 3D Star for PRODUCER.

3D Star is due payment of premium in accordance with terms established from time to time whether or not PRODUCER has collected such premium. Such payment is not contingent upon issuance of a policy.

On all return premium from adjustments or cancellations of policies, PRODUCER shall pay 3D Star return commissions at the same rate as originally credited. If PRODUCER does not make timely payment of any sums due 3D Star may add one half percent per month to any past due balance owed, and in the event of default to pay reasonable collection charges and / of attorney fees.



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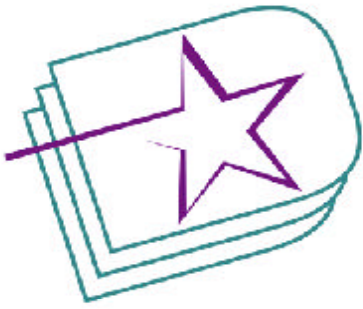
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4. **FINANCED PREMIUMS.** If 3D Star received payment from a finance company, the return premium, less unearned commission, will be remitted by 3D Star directly to the finance company. If 3D Star received payment from PRODUCER, the return premium less unearned commission will be remitted by 3D Star to the PRODUCER, unless 3D Star has been required by the finance company to assign them power of attorney for the finance contract.

The ultimate liability of 3D Star for payment to the finance company, PRODUCER or insured shall never exceed the amount of return premium less unearned commissions.

PRODUCER agrees to hold 3D Star harmless from any responsibility for payment of return premium to finance company or insured other than covered above and further agrees that financing agreements do not diminish responsibility for payment by PRODUCER.

5. **UNCOLLECTIBLE ADJUSTABLE PREMIUMS.** Premiums which have been determined by audits, retrospective rating adjustments and/or interim reports are fully earned at time of invoicing by 3D Star. PRODUCER may be relieved of the responsibility of such premiums if 3D star is notified in writing within 30 days after invoice date, stating that such premiums are un-collectible and that a diligent effort has been made. Commission on premiums deemed not collectible in this manner will be forfeited. Failure to give 3D Star timely notice shall constitute acceptance to pay such premium.
6. **INSURANCE.** No insurance contract may be returned to 3D Star for flat cancellation unless it is returned prior to the inception or effective date of such contract. Earned premium shall be computed and charged on every contract canceled after inception date in accordance with the cancellation provisions of the contract and/or rules of insurer.



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7. CANCELLATION OF AGREEMENT. This agreement may be canceled at any time by written notice of either party to the other, but such cancellation shall not alter in any way the continued application of this agreement to insurance policies in effect prior to the date of cancellation.
  
8. OTHER PROVISIONS. PRODUCER understands that 3D Star assumes no responsibility toward any policyholder or sub-producer with regard to the adequacy, amount or form of coverage and agrees to hold 3D Star harmless from any claim asserted 3D Star in following instructions of PRODUCER.

3D Star Insurance Services, Inc.

PRODUCER

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Signature of Officer/Owner

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Title