

THOMAS V. HUMPHREYS

A Division of Shaw, Moses, Mendenhall & Associates

P. O. Box 3210

South Pasadena, CA 91031-6210

(213) 627-2111 Phone (213) 624-2950 Fax

License 0D94511

www.tvhinsurance.com

**READ THESE INSTRUCTIONS CAREFULLY
BEFORE RETURNING THIS AGREEMENT**

If we are to process your agreement quickly and efficiently, the following information must be completed and submitted:

- Producer Application
- Producer Agreement
- Taxpayer Identification Form
- Commission Form and Procedures
- License – this is extremely important! Please remit a copy of your current license.
- Complete E & O information (photocopy of declaration sheet)

Thank you for your cooperation. We are looking forward to doing business with you.

THOMAS V. HUMPHREYS
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PRODUCERS AGREEMENT

This agreement, made this _____ day of _____, 20____ by and between _____,
(Agent's First/Last Name) (City/State)
of _____
(Agency Name)

hereinafter designated as PRODUCER and THOMAS V. HUMPHREYS, hereinafter designated as GENERAL AGENT upon the following terms, conditions and recitals:

WITNESSETH

1. PRODUCER desires to place certain insurance business with GENERAL AGENT and GENERAL AGENT desires to accept certain insurance business from said PRODUCER.
2. GENERAL AGENT will accept from PRODUCER, application for lines of insurance the GENERAL AGENT has available in accordance with rules and at rates set forth in manuals of insurance approved by the Insurance Department of the State in which the application is made, and which insurance coverage has been specified by GENERAL AGENT to be available.
3. GENERAL AGENT will accept such insurance business limited as to risk as aforesaid from PRODUCER from any territory in which PRODUCER is licensed to solicit and sell coverage unless GENERAL AGENT shall notify PRODUCER of the exclusion of any particular territory, or class of business.
4. GENERAL AGENT will accept application for insurance submitted by PRODUCER. Said applications shall be on forms supplied by GENERAL AGENT. Duplicate original applications received by the PRODUCER shall be sent to GENERAL AGENT on the same day of receipt of the application. PRODUCER shall keep complete records of all business submitted to GENERAL AGENT.
5. PRODUCER shall collect, receive and receipt for premium on insurance, tendered by PRODUCER to, and accepted by GENERAL AGENT and shall receive from GENERAL AGENT as full compensation on the business so placed with GENERAL AGENT commissions as follows of the monthly net premium.

6. ACCOUNTING. Accounts of money due to GENERAL AGENT on the business placed by PRODUCER with GENERAL AGENT are to be rendered monthly by GENERAL AGENT. The balance therein shown to be due to GENERAL AGENT shall be paid not later than 25 days after the end of the month for which the account is rendered. All premiums and return premiums and commissions on canceled liability and on reductions in premiums received by PRODUCER either before or after the termination of this agreement, shall be held by PRODUCER in fiduciary capacity as trustee for GENERAL AGENT until delivered to GENERAL AGENT or, in case of return premiums, to the insured. The keeping of an account with PRODUCER on the GENERAL AGENT'S books in the record of business transacted neither the keeping of an account in such form, nor the rendering of same, nor failure to enforce prompt remittance, nor alteration in compensation rate, nor compromise or settlement shall be held to waiver assertion of the trust relationship as to premiums and commissions on canceled liability and on reduction in premiums collected by the PRODUCER. It is further agreed that PRODUCER shall refund ratably to GENERAL AGENT on PRODUCER'S business accepted by GENERAL AGENT, commissions on canceled liability and on reduction in premiums at the same rate at which such commission were originally retained.
7. EXPENSES. GENERAL AGENT shall not be responsible for PRODUCER'S expense such as rentals, transportation facilities, clerk hire, solicitor's fees, municipal, county and occupational taxes, or for any other expenses of any kind or description.
8. LOSS ADJUSTMENTS. GENERAL AGENT shall arrange for adjustments facilities by maintaining in the offices of GENERAL AGENT personnel to process loss claims or such other arrangements as may be necessary. PRODUCER shall not have authority to bind GENERAL AGENT in any way having to do with any claim.
9. PRODUCER warrants that he/she is properly insured on a continuous basis for Errors and Omissions coverage. If any changes to PRODUCER'S Errors and Omissions coverage changes, PRODUCER is to notify GENERAL AGENT with an updated Declaration Page.
10. This Agreement supersedes all previous agreements, whether oral or written, between GENERAL AGENT and PRODUCER with respect to the matters herein.
11. This Agreement may not be terminated by either party at any time upon which effective date shall be not less than thirty (30) days from the mailing or delivery of such notice. In the event of termination of this Agreement, the PRODUCER'S records use and control of expirations shall remain the property of the PRODUCER and be left in his/her undisputed possession, provided the PRODUCER shall promptly account for and pay all premiums and return commissions for which he/she may be liable; if the PRODUCER fails to do so, the records use and control of expirations shall be vested exclusively in the GENERAL AGENT.
12. This Agreement may not be altered or modified except in writing, signed by the party sought to be charged.
13. IN WITNESS WHEREOF, GENERAL AGENT and PRODUCER have caused their names to be subscribed hereto on the day and year first written.

PRODUCER

THOMAS V. HUMPHREYS

Print Name

Signature

THOMAS V. HUMPHREYS
A Division of Shaw, Moses, Mendenhall & Associates

COMMISSION FORM

Your agency will receive 50% of commission received by T.V.H. Commission rates for the company may change without notice to you the producer but the percent (%) paid will always remain the same.

_____ (**Producer initials**)

Unearned commissions due to endorsements or cancellation are the responsibility of you the producer and must be paid upon receiving your commission statement.

_____ (**Producer initials**)

Commission will be paid after the 15th and before the last day of the month for all commissions received from the company in the prior month.

_____ (**Producer initials**)

All premiums paid to T.V.H. must be **GROSS** amount and checks should be made payable to SMMA.

_____ (**Producer initials**)

This will continue unless amended by T.V.H.

PROCEDURES FORM

Agent agrees to follow all T.V.H. procedures as outlined by department, see attached procedures. _____ (**Producer initials**)

THIS FORM MUST BE RETURNED TO T.V.H. PRIOR TO ANY SUBMISSIONS

PERSONAL INSURANCE
SUBMISSIONS PROCEDURE

Please take a few minutes to review our procedures for Personal Lines new business submissions. We hope to answer a few of the most commonly asked questions to help both our office and yours process your application more quickly.

NEW BUSINESS SUBMISSIONS

We will work with your office in any way we can to place business more efficiently. Applications that are complete, accurate and legible can be processed much faster. Incomplete, inaccurate and/or illegible applications will not be accepted and will be returned.

BINDING

NO BINDING. *Backdating will not be allowed.*

DECLINATIONS

If a submission is declined, it will be returned to the Agent in its entirety stating reason for declination.

COMPANY CONTACT

DO NOT under any circumstances contact the company directly. All requests must come through T. V. H. Direct contact with the company will result in termination of contract.

PREMIUM FINANCING

No premium financing will be accepted.

POLICY PROCESSING

Once your policy has been issued, it will be mailed to T. V. H. The Insured's policy and your copy are then mailed to your office. Please feel free to put your Agency label over the T. V. H. name on the policy. Our goal is to direct your Insured back to you.

CLAIMS

Due to new claims regulations, all claims must be faxed to us immediately after your office takes them. We in turn will fax them to the appropriate carrier.

Please do not contact the carrier directly.

COMMERCIAL INSURANCE SUBMISSIONS PROCEDURE

Please take a few minutes to review our procedures for Commercial Lines new business submissions. We hope to answer a few of the most commonly asked questions to help both our office and yours process your application more quickly.

COMPLETED APPLICATIONS

Submit completed application(s) along with appropriate supplemental application(s).

QUOTING

Please allow at least 10 working days for quoting. Quotes will be valid for 30 days. (If risk allows internal quoting, turnaround will be much quicker.)

BINDING

Only our Underwriting Department has binding authority once an application is underwritten and quoted by T. V. H. Coverage will be bound upon receipt of your written binding instruction. Binding will be the latter of:

- a) the day after the postmark or faxed date of your written request or
- b) the effective date

No backdating will be allowed.

DECLINATIONS

If a submission is declined, Agent will be notified by fax or mail.

POLICY PROCESSING

Once your policy has been issued, it will be mailed to T. V. H. The Insured's policy and your copy are then mailed to your office. Please feel free to put your Agency label over the T. V. H. name on the policy. Our goal is to direct your Insured back to you.

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