



PRODUCER AGREEMENT

THIS AGREEMENT is made by and between

herein referred to as "Producer" and

OMNI INSURANCE COMPANY
OMNI INDEMNITY COMPANY | herein referred to as "Company"

Authority of Producer

The Company grants authority to the Producer to solicit and receive applications for the automobile insurance set forth in the Company's current program and rate manual. The Producer has only the binding authority shown in the underwriting guide. The Producer is authorized to collect premiums due the Company.

Commissions

We will pay the Producer commissions for insurance written under this agreement based on the commission schedules in effect for the various lines of insurance coverage at the time such business is written. We reserve the right to unilaterally change our commission schedules, including the rates set forth on the commission schedules or the method of calculating commissions on insurance written under this agreement, at any time during the term of the agreement.

The Producer agrees undistributed commissions in the hands of the Company at any time may be applied to and constitutes an offset against any monies due to the Company from the Producer. The Producer agrees to refund any advanced commissions to the Company on policy cancellations, renewals not taken, premium reductions, and premiums earned by Company but uncollected at the end of the policy term. The refund shall be paid at the rate at which commissions were originally paid to the Producer and paid within 20 days of notice from the Company. If the Producer's license has been suspended, the Company shall hold the commissions until such time as the Producer's license is reinstated.

If this Agreement is terminated, commissions due may be placed in an escrow account and the commission schedule may be reduced. Escrow funds will be released to us each month to satisfy charge-backs. Any balance remaining after all policies have expired will be released to the Producer.

Premium Payment

The Producer shall forward all premiums due the Company on business written by him or through his agency. Payment for such premiums shall be sent to the Company with each transaction.

The monthly Statement must be accepted by the Producer as submitted; any corrections will be provided for in future statements from the Company.

Cancellations

Policies will be cancelled by the Company only in accordance with the policy terms and applicable state law. The Producer shall promptly refund to the Company commissions on cancelled policies and on reduction in premiums at the same rate at which such commissions were originally retained. The Company reserves the right to cancel any contract of insurance at any time by direct notice to the insured.

Fiduciary Responsibility Producer

All premiums received by the Producer for and on behalf of the Company shall be held in a fiduciary capacity and shall not be misappropriated or converted to the Producer's own use or illegally withheld from the Company. These premiums shall be deposited in an account or accounts with a financial institution and designated "premium trust funds" or such other designation required under the laws of the state in which the Producer transacts business.

Producer's Records

The Producer shall forward to the Company all applications, requests for cancellation of policies and endorsements, or other modifications of existing insurance within 10 days of Company's request. The Producer shall keep true and complete records and accounts of all transactions with policyholders and other parties. The records shall be open at all reasonable times to inspection by representatives of the Company. Company agrees to provide Producer 10 days notice for any record inspections. In the event of termination of this Agreement, and if the Producer has promptly accounted for and paid all premiums and return commissions due the Company, the Producer's records and use and control of expirations on business written through the Company shall remain the property of the Producer.

Producer's Expenses

The Producer is an independent contractor, and nothing in this Agreement shall be interpreted to create an employer/employee relationship between the Company and the Producer. The Producer will have no power or authority to incur expenses on behalf of the Company, nor shall he use the Company's name in any advertising without the prior written consent of the Company.

Claims

The Producer shall report to the Company all losses and claims immediately upon receiving knowledge thereof, but shall have no power or authority to settle or adjust claims or losses, such power being exclusively reserved to the Company. The Producer agrees to cooperate fully to facilitate the investigation, settlement and payment of any claim.

Termination

This Agreement may be terminated by either party at any time upon the written notice to the other party. Notice to the Company shall be by registered mail to the Company Office issuing this Agreement. Notice to the Producer shall be by registered mail to the last known address of the Producer. All supplies furnished to the Producer by the Company shall remain the property of the Company and shall be returned to the Company promptly upon request.

Amendments

It is expressly agreed by the Producer that this Agreement may be amended from time to time by the Company to modify: (1) allowable classes of insurance and the rules and rates for them, (2) binding authority of the Producer, (3) commission payable to the Producer and (4) other related matters. These amendments may be expressed as Addenda to this Agreement or as Company directives in the form of revised program and rate manuals.

Applicable Law

This Agreement is subject to any restriction placed on the Producer or the Company by applicable state law, but shall be construed according to the law of the State of Georgia. Terms of this Agreement which are in conflict with the statutes of the state in which the Producer is located are hereby amended to conform to such statutes.

Indemnification

Each of Producer and Company agree to indemnify, defend, and hold harmless the other against any liability, loss, damage, fine, penalty or judgment including legal fees and expenses ("Loss and Expense"), which such party may sustain or incur directly or indirectly due to or arising out of any obligation, act or transaction created or done by such indemnifying party in violation or, in excess or, or in contravention of the terms of this Agreement.

Each of Producer and Company further agrees to indemnify, defend and hold harmless the other against all Loss and Expense resulting from the indemnifying party's failure to comply with any law or regulation with which each party has an obligation to comply regardless or whether such failure was intentional or unintentional. Each of Producer and Company agree that the right to indemnification under this Paragraph does not extend to liability, loss, damage, or expense arising directly from its own acts or omissions. The provisions of this Article survive termination of this Agreement.

IN WITNESS WHEREOF, the Company and the Producer have executed this Agreement this _____ day of _____, 20____ .

PRODUCER:

COMPANY:

OMNI INSURANCE COMPANY
OMNI INDEMNITY COMPANY

by: _____
Signature

by: _____
Signature

Please (Print) Full Name Title

Please (Print) Full Name Title

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