



Producer Agreement

Thank you for your interest in becoming appointed with American Collectors. In order for us to complete your setup, we require the producer agreement packet be returned with the additional items listed below:

1. **American Collectors Data Transmittal Form:**
2. **Current agency resident license**
3. **Any additional agency non-resident license(s)**
4. **Copy of Current E&O declarations page**

Agency Name: _____

Agency Mailing Address: _____

City State Zip: _____

Federal Tax ID Number: _____

Agency Phone Number: _____

Name of Primary Contact at Agency: _____

Email Address of Primary Contact: _____

This Producer Agreement (the “**Agreement**”) is entered into between the brokerage or agency set forth above (“**Producer**”) and American Collectors Insurance, LLC (“**ACI**”) (each a “**party**” and collectively the “**parties**”) as of the date of ACI’s signature set forth below (the “**Effective Date**”). In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 DUTIES AND PRIVILEGES OF PRODUCER

- 1.1. Subject to the other terms and conditions of this Agreement, ACI hereby permits Producer to sell, and act as a nonexclusive agent of record for, certain insurance coverages made available through ACI (the “**Subject Business**”) in compliance with all rules established by ACI and any applicable insurers or managing general agents. Producer is further authorized to receive and accept applications and premiums for the Subject Business.
- 1.2. Producer is responsible for maintaining appropriate field underwriting practices to ensure acceptable underwriting quality in customer application submissions, and for reporting immediately to ACI any occurrence that may result in a loss or claim.
- 1.3. The Primary Contact listed above agrees that he or she will remain as the producer of record on all submissions to ACI unless the insured requests a change of producer.
- 1.4. All required documents received or collected by Producer shall be forwarded to ACI within twenty (20) days of binding coverage.
- 1.5. Producer acknowledges that it has no binding authority or appointment of any kind in respect of the Subject Business, and that risks submitted to ACI by Producer or Producer’s employees are not bound unless and until ACI advises in writing that they are bound.

2 **REPRESENTATIONS AND WARRANTIES**

- 2.1. Producer warrants that it has, and shall maintain during the term of this Agreement, all licenses required to perform under the Agreement, and that it shall comply with all applicable laws required to perform under the Agreement.
- 2.2. Producer warrants and represents that it has in force Errors & Omissions insurance coverage with a limit per occurrence of at least one million dollars (\$1,000,000). Producer further agrees that such Errors & Omission coverage will remain in force so long as the Subject Business remains in force.

3 **COMMISSIONS**

- 3.1. ACI agrees to allow Producer a commission on business submitted through ACI as reflected in the applicable exhibits, addendums, and/or schedules made a part of this Agreement.
- 3.2. Producer agrees to refund to ACI any unearned commissions on business placed with ACI at the same commission level as was originally received by the Producer.

4 **TERM AND TERMINATION**

- 4.1. The term of this Agreement commences on the Effective Date and continues for one (1) year, at which time the Agreement will automatically renew for additional successive one (1) year terms unless ACI provides written notice of nonrenewal to Producer prior to the expiration of the then-current term.
- 4.2. This Agreement may be terminated by either party, without cause, upon written notice to the other, mailed or delivered, not less than thirty (30) days in advance of the effective date of termination, subject to any provision of law requiring longer notice.
- 4.3. This Agreement shall terminate immediately upon either party giving notice to the other in the event of abandonment, insolvency, bankruptcy, or gross or willful misconduct on the part of such other party.
- 4.4. In the event of the sale or transfer of the Producer's business, this agreement shall automatically terminate, effective on the date of sale or transfer, unless prior written consent is obtained from ACI.
- 4.5. In the event of termination by either party, the outstanding unexpired Subject Business shall continue in force, subject to ACI's normal underwriting standards. ACI and Producer shall continue to comply with the terms of this Agreement to ensure the orderly servicing of the Subject Business until its expiration or termination.

5 **HOLD HARMLESS**

- 5.1. Producer will indemnify and hold harmless ACI and its directors, officers, and employees from any and all claims, suits, damages, and all other costs and fees (including attorney's fees and expenses) arising out of or resulting from: Producer's breach of this Agreement, any misrepresentation by Producer relating directly or indirectly to policies written by Producer, and any error or omission by Producer relating to the Subject Business. Producer will immediately notify ACI regarding any notice of action relating to any of the liabilities referenced in this Section.
- 5.2. Producer agrees that it is responsible for the acts or omissions of any employee or other person associated with Producer, as though such acts or omissions were the Producer's.

6 **GOVERNING LAW & CONFORMITY TO STATUTE**

- 6.1. The provisions of this Agreement are to be construed in accordance with the laws of the Producer's state.
- 6.2. Suits against ACI may only be brought in the Producer's domicile state.

6.3. Should any provision in this Agreement be deemed to be in conflict with state or local laws or regulations, such provision is hereby amended to conform to said law or regulation, without abrogating the remainder of this Agreement.

7 **MISCELLANEOUS**

- 7.1. This Agreement supersedes any and all previous Agreements, including Amendments thereto, whether oral or written, between ACI and Producer.
- 7.2. ACI may unilaterally amend this Agreement, and any exhibits, addendums, or schedules attached hereto, by notifying Producer in writing of the amendment, or by any other reasonable notification method. In such cases, Producer may obtain the most recent version of this Agreement by requesting a copy. Continued submission of Subject Business to ACI following notice of amendment constitutes acceptance of any such amendment.
- 7.3. Producer may not sell or assign, nor extend to the benefit of any of Producer's successors, any interest under this Agreement without the prior written consent of ACI (which consent will not be unreasonably withheld).
- 7.4. ACI's failure to insist on strict compliance with this Agreement, or to exercise any right under it, shall not be a waiver of said rights.

IN WITNESS WHEREOF, the parties hereto have made this Agreement effective as of the Effective Date, as defined in the Agreement.

American Collectors Insurance, LLC Authorized Signature: _____

Title: Sr. Vice President, Collector Vehicles
Date: _____

PRODUCER'S AUTHORIZED SIGNATURE

If signing this Agreement electronically, I AGREE to enter into this Agreement electronically via the Internet. I consent to be notified by email at the indicated email address regarding this Agreement. I acknowledge that whenever my signature or consent is required in connection with this Agreement, my electronic signature or consent shall be deemed to be sufficient and acceptable under any applicable state or federal electronic signature or transaction regulations, and such electronic signature or consent shall constitute my actual acceptance of the terms that I agree to.

Producer's Authorized Signature

(If signing electronically, please type the full name of person authorized to sign on behalf of the agency/brokerage)

Title: _____

Date: _____

To submit this agreement, simply email this completed form along with the other requested documents to BrokerUpdate@AmericanCollectors.com

**If your agency is interested in IVANs downloads, please contact us at
BrokerUpdate@AmericanCollectors.com**



Exhibit A

Commissions

COMMISSION SCHEDULE

- . American Collectors Insurance, LLC (ACI) shall pay the producer 10% commission on all new business accepted and paid to ACI.
- . American Collectors Insurance, LLC shall pay the producer 10% commission on all renewal offers paid to ACI.

These conditions shall remain unchanged unless modified by ACI in writing.

Direct Deposit Registration Form

Get commission quicker and easier by signing up for Direct Deposit today:

- 1. It's fast.** No need to wait for the mail or stand in line at the bank!
- 2. It's safe and reliable.** You will receive a monthly email when the deposit has been made.
- 3. It's simple.** You can view and print your commission statement online.
- 4. It's environmentally friendly.**

To sign up for Direct Deposit of commissions, complete and email the Automated Clearing House (ACH) Authorization Agreement to: Brokerupdate@americancollectors.com.



To sign up for Direct Deposit of commissions, complete and email the Automated Clearing House (ACH) Authorization Agreement to: BrokerUpdate@AmericanCollectors.com.

Automated Clearing House (ACH) Authorization Agreement

Producer Code: _____

Receiving Bank Name: _____

Bank's City, State and Zip Code: _____

Account Type (Select One): Checking Savings

Name on Account: _____

Account Number: _____

ABA Routing Transit Number: _____

Email Address for Direct Deposit Notification: _____

Please provide a name associated to the Email address

(I.e. Accounting Team, John Smith or General Email): _____

By signing below, you acknowledge and agree to the following terms:

I authorize American Collectors Insurance to initiate commission deposits to my account at the financial institution indicated above. I understand this authorization is to remain in full force and effect until American Collectors Insurance has received written notification from me of its termination in such time and in such manner as to afford them a reasonable opportunity to act on it. Please note, if the direct deposit fails, a paper check will be mailed unless we get updated banking information within 30 days of issuance.

I agree to enter into this Automated Clearing House Authorization Agreement electronically via the Internet. I consent to be notified by email at the indicated email address regarding this agreement. I acknowledge that whenever my signature or consent is required in connection with this agreement, my electronic signature or consent shall be deemed to be sufficient and acceptable under any applicable state or federal electronic signature or transaction regulations, and such electronic signature or consent shall constitute my actual acceptance of the terms that I agree to.

Signature

If signing electronically, please type the full name of person authorized to sign on behalf of the agency/brokerage

Date

Note: Please contact American Collectors Insurance if the above information changes at any time.
You can email us BrokerUpdate@AmericanCollectors.com or call 1-800-257-5758.

W-9

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																							
2 Business name/disregarded entity name, if different from above																																							
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <table style="margin-left: 20px; border: none;"> <tr> <td><input type="checkbox"/></td> <td>Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/></td> <td>C Corporation</td> <td><input type="checkbox"/></td> <td>Corporation</td> <td><input type="checkbox"/></td> <td>Partnership</td> <td><input type="checkbox"/></td> <td>Trust/estate</td> </tr> <tr> <td><input type="checkbox"/></td> <td colspan="8">Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</td> </tr> <tr> <td colspan="10"><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></td> </tr> <tr> <td><input type="checkbox"/></td> <td colspan="8">Other (see instructions) ► _____</td> </tr> </table>		<input type="checkbox"/>	Individual/sole proprietor or single-member LLC	<input type="checkbox"/>	C Corporation	<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Trust/estate	<input type="checkbox"/>	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____								<small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>										<input type="checkbox"/>	Other (see instructions) ► _____							
<input type="checkbox"/>	Individual/sole proprietor or single-member LLC	<input type="checkbox"/>	C Corporation	<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Trust/estate																														
<input type="checkbox"/>	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____																																						
<small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>																																							
<input type="checkbox"/>	Other (see instructions) ► _____																																						
Print or type. See Specific Instructions on page 3.	5 Address (number, street, and apt. or suite no.) See instructions.																																						
6 City, state, and ZIP code	7 List account number(s) here (optional)																																						
Requester's name and address (optional)																																							

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

		-		-			
--	--	---	--	---	--	--	--

or

Employer identification number

	-					
--	---	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here** Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.