

**KEVIN DAVIS INSURANCE SERVICES, INC.**

800 West Sixth Street Los Angeles, CA 90055 (877) 807-8708 Fax (213) 402-7995

[www.kdisonline.com](http://www.kdisonline.com)

**PRODUCER DATA SHEET**

*Please Return This Completed Form To:*

Attn: Douglas Mortenson

[dmortenson@kdins.com](mailto:dmortenson@kdins.com)

213-833-6181 F 213-402-7995

**Please provide us with the following information:**

**NAME OF AGENCY:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**MAIL ADDRESS:** (If same as street, leave blank) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**BUSINESS TELEPHONE:** \_\_\_\_\_

**FAX PHONE # :** \_\_\_\_\_

**WEB ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Please attach the following items:**

- 1. Copy of Agency License**
- 2. Proof of E&O Insurance (\$1,000,000 Limit)**
- 3. Signed Producer Agreement**
- 4. Completed and Signed Producer Data Sheet**
- 5. W-9 (FEIN)**

# KEVIN DAVIS INSURANCE SERVICES, INC.

800 West Sixth Street Los Angeles, CA 90017 Phone 877-807-8708 Fax 213-627-5006

[www.kdisonline.com](http://www.kdisonline.com)

## KEY AGENCY CONTACTS

1. Name:

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Position:

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Email Address:

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2. Name:

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Position:

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Email Address:

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3. Name:

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Position:

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Email Address:

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4. ACCOUNTING CONTACT:

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NAME:

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Email Address:

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5. Name:

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Position:

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Email Address:

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Lic# OC97532

## **PRODUCER'S AGREEMENT**

### **I. DEFINITION:**

Kevin Davis Insurance Services, Inc. shall be referred to as the General Agent hereafter.

### **II. AUTHORITY GRANTED BY GENERAL AGENT TO PRODUCER:**

The Producer shall have authority to solicit and submit applications for insurance to the General Agent in accordance with the General Agent's oral and written guidelines. The General Agent shall have the unqualified right to reject any risk submitted for any reason. The Producer shall have no authority to bind risks except as set forth below. By signing this agreement, The Producer agrees that neither he, nor his associates, agents, successors, affiliated companies or employees, may bind any Insurance Company represented by the General Agent on any risk, unless the General Agent has authorized the risk in a specifically named company. Binding of such risk will not become effective without the following: a signed and completed application, including any additional underwriting information which may be required; determination of coverages, terms, conditions and premiums, and final acceptance of the risk by the General Agent.

The Producer shall act as an independent contractor, and not as employee of the General Agent. The Producer shall control the method of his operation and exercise independent judgment in any action taken pursuant to this agreement. The Producer will retain ownership of all business produced by this agency.

### **III. PREMIUM PAYMENT:**

Except for direct Billing accounts, the following procedures will apply to the Producer's collection and payment of premiums:

1. General. In accordance with the General Agent's procedures, the Producer will collect, account for and pay premiums on business he solicits and submits to the General Agent. The Producer will be responsible for collecting all premiums on business which the Producer solicits and which is accepted by the General Agent. The Producer must pay the General Agent all earned premium even if he does not collect it from the policy holder.

2. Additional Premiums. Any additional premium invoiced and billed whether by audit or endorsement must be paid and satisfied within 15 days from the invoice date. Failure to remit payment for the additional premium within 30 days will result in the cancellation of the endorsement.

3. All premiums, including return and renewal premiums, which the Producer receives, are the property of the General Agent. The Producer will hold such premium in a separate trust account in accordance with the laws and regulation of the Producer's governing jurisdiction. This trust relationship and the General Agent's ownership of the premiums will not be affected by the General Agent's books

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showing a creditor-debtor relationship or the amount of balances at stated periods. The Producer shall comply with the General Agent's request of the tender of any premiums obtained pursuant to this Agreement. Unless the General Agent agrees otherwise in writing, the Producer must maintain premium monies in a separate bank account and not commingle such monies the Producer's own fund. General Agent hereby grants permission to Producer to retain any interest income earned on unremitted fiduciary funds generated pursuant to this agreement and held in Producer's bank account on behalf of General Agent.

#### **V. ATTORNEY'S FEES:**

In the event arbitration is required and commenced by either party to enforce this Agreement, the prevailing party shall be awarded its reasonable attorney's fee and expenses incurred in addition to any other relief to which that party is entitled.

#### **VI. ARBITRATION:**

All claims or disputes between the Parties to this Agreement, arising out of or relating to this agreement, shall be decided by arbitration in accordance with the Commercial Arbitration Rules or the American Arbitration Association unless the parties mutually agree otherwise in writing.

#### **VII. PAYMENT OF EXPENSES:**

The Producer will pay all his own expenses. Such expenses include, but are not limited to, clerical expenses, postage, advertising, transportation, personal local license fees, legal fees and any other expenses the Producer may incur. Unless the General Agent has given the Producer prior written permission, the Producer may not commit the General Agent to any expense or obligation.

#### **VII. CLAIMS:**

All notices of claims, suits or losses are to be reported immediately in accordance with the General Agent's written procedures and the terms and conditions set forth in the insurance policy form. The Producer will cooperate with the insurance company when requested to assist in the Investigation of claims and the collections of deductibles.

#### **IX. INDEMNIFICATION:**

Kevin Davis Insurance Services, Inc. agrees to and does hereby indemnify and hold the Producer harmless from and against any and all actions, causes of actions, suits, arbitration or proceedings of any kind, liabilities, losses (other than underwriting losses), claim, damages, costs, or expenses (including attorneys' fees and expenses), incurred by the Producer by reason of arising out of or relating in any way to this Agreement or any action taken or inaction by Kevin Davis Insurance Services, Inc. in breach of the terms of this Agreement.

During the term of this agreement, the Producer agrees to maintain a policy of errors and omissions insurance in the minimum amount of One Million Dollars (\$1,000,000) to cover any act, error or omission in professional services rendered or which should have been rendered by the Producer or by any person for whose acts, errors or omissions the Producer is legally liable, arising out of the conduct of the Producer's profession as an Insurance agent and/or insurance broker. The Producer further agrees to hold the General Agent free and harmless from, and shall indemnify the General Agent for, any and all claims, obligations, costs, judgments, and

Attorney's fees arising from, growing out of, or any way connected with conduct performed by the Producer pursuant to this Agreement.

#### **X. CANCELLATION OF INSURANCE POLICIES AND PREMIUM FINANCING**

1. The Producer shall be responsible for notifying insureds that the return of any policy for Cancellation will not be effective until sufficient time has elapsed for proper notice to insured, banks, mortgages, loss payees, certificate holders, public utility commissioners or any other interested parties.
2. Earned Premiums. The Producer is liable for any earned premiums due as a result of a policy cancellation due to non-payment of premium, regardless of whether or not the Producer is able to collect the premium from the insured. All earned premium amounts are due upon notice of cancellation and must be satisfied within 60 days of the policy cancellation effective date or the account will be turned over for collection.
3. The Producer agrees to return to the financing company all return premiums on policies on which the premiums have been financed. The Producer further agrees that he will not make any such premium refund to any other than the involved financing company regardless of the amount of return premium shown on the statement from said finance company.
4. Additional Premiums. Additional premiums due, whether earned or by endorsement, are due and payable to Kevin Davis Insurance within 15 days of the date on the invoice.

#### **XI. TERMINATION:**

This Agreement may be terminated with or without cause by either party by giving 30 days written notice to the other. On termination of this Agreement, the Producer shall promptly account for and pay to the General Agent the premiums for which he is liable and any other amount owned to the General Agent in accordance with terms of this Agreement.

#### **XII. NO ASSIGNMENT:**

The Producer may not assign any rights or obligations under this Agreement without the General Agent's prior written consent.

#### **XIII. GOVERNING JURISDICTION:**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

This Agreement reflects the entire understanding of the parties, supersedes any prior discussions or agreements and may only be modified by mutual, written agreement of the parties.

Agency Name :

\_\_\_\_\_ **Kevin Davis Insurance Services, Inc.**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_