



## Producer Agreement

THIS Contract sets out the complete agreement by and between O'Neill Marketing, Inc. of Tampa, FL, herein called "OM", and \_\_\_\_\_, an Individual Producer, herein called "Producer". By signing this Contract, the Producer agrees to be bound by its and any similarly executed addendums, attachments or schedules, that may be executed and made a part of this Contract. OM expects to maintain agreements for services with insurance companies, herein called "COs" which are necessary to enable you to solicit applications for insurance.

WHEREIN IT IS MUTUALLY AGREED UPON AS FOLLOWS:

- **APPOINTMENT**

OM hereby appoints the Producer to act on its behalf and be a representative of OM only to the extent authorized herein. The Producer agrees that OM or COs, as a condition of such appointment, may at their discretion complete an investigative report, including information regarding character, credit/income, reputation, and general health as set forth under the FAIR CREDIT REPORTING ACT. OM agrees to submit all requested appointments with Carriers in good faith based on the information supplied by the Individual Producer. Should the Individual Producer be either a) in the process of appointment or b) be appointed for a time frame of 90 days or less from the signature date of this agreement, a Letter of Release will be granted upon the payment of a \$100 Application Fee to OM. Without the payment of the \$100 Application Fee, a letter of release will not be granted.

- **RELATIONSHIP**

The Producer's relationship to OM is that of an Independent Contractor and nothing contained herein shall be construed as creating the relationship of employer and employee between OM and the Producer. The Producer shall be free to exercise his/her own judgment as to the time, place and manner in which to perform the services authorized under this Contract. No authority shall be implied from the authority expressly granted.

- **LIMITATION OF AUTHORITY**

Except as expressly provided herein, the Producer or sub-producer shall have no authority, expressed or implied, actual or apparent, to act or fail to act or do anything whatsoever on behalf of OM. The foregoing limitation of authority includes, but is not limited to the Producer and sub-producer not being authorized to (i) make any contract or incur any debt in the name or on behalf of OM; (ii) make, modify or amend any application for insurance or any policy of insurance; (iii) extend or modify the time for making any payment which may become due on any policy; (iv) waive, alter, modify or amend any of OM's rights, privileges or obligations under its policies or applications; (v) collect or receive premiums other than the initial premiums with applications for insurance; (vi) institute any type of administrative or legal proceedings in the name or on behalf of OM for any cause or reason; or (vii) make any misrepresentations, promises or agreements on behalf of OM. No act, forbearance or neglect on the part of either the Producer or OM shall be construed as a waiver of any of the provisions of this Contract or imply the existence of any authority on behalf of the Producer not expressly granted herein.

- **ADVERTISING**

The names, logos, trademarks and other advertising of OM or COs may not be used unless approval is received in writing, and then only while this Contract is in effect. All internet, web based, or email communication as well as circulars, advertisements or other material pertaining to OM, COs or its proprietary products or services, which you shall publish, print, distribute or use in any way shall not be used until first approved in writing by OM and/or COs.

- **CONDUCT**

OM and COs may from time to time prescribe rules and regulations with respect to the conduct of the business covered herein. The Producer shall conform to and observe such rules and regulations as established. The Producer shall not make any misrepresentation in connection with the sale of any insurance policy or the solicitation of any application.

- **SOLICITATION**

The Producer is hereby authorized to solicit applications for the approved products offered by OM through COs, but only in those states that OM and COs are authorized to do business in and provided that the Producer is in compliance with all applicable regulatory licensing requirements at the time of solicitation. The Producer agrees to assist OM in obtaining documentation necessary for COs to issue policies.

- **COMMISSION COMPENSATION**

As compensation to the Producer, in full, for the performance of services as authorized in the Contract, OM will pay commissions as set forth in the Compensation Schedules (most recent applies). The rate of commissions may be changed, altered or amended from time to time by OM, and will apply to any business written by the Producer subsequent to the effective date of change. Commissions are calculated on the basis of the commission rate supplied by the Carrier. Commissions are not payable on administrative fees or policy application fees. In the event OM's commissions on any in-force premium are reduced, commissions to the Producer on the same in-force premium may be reduced in the same proportion. If the commissions on any premiums must be refunded by OM to the COs, the Producer shall repay to OM corresponding commissions that may have been previously paid to the Producer. Commission advances are at the sole discretion of OM, and may be changed at any time by OM without prior notice. Each advance paid to the Producer will be charged (debited) to the Producer's account, and OM will credit the Producer's account with all commissions earned by the Producer. The Producer who receives

commission advances from OM may not market directly or indirectly the same or similar product through other commission sources within the same insurance company.

- **RECRUITING, CONTRACTING AND COMMISSIONS**

The Producer is authorized to recruit other soliciting agents for Contracting with OM. All Contracts with such producers shall be made directly with OM. OM reserves the right to refuse to Contract any proposed producer, or once done, to thereafter terminate the same. Should a producer be authorized by OM to manage sub-producers, the Producer shall be responsible to OM for the fidelity and honesty of any sub-producers, and for all funds collected or business done by or entrusted to them or their sub-producers. The Producer shall indemnify and hold OM harmless from the expenses, costs, causes of action and damages resulting from or growing out of acts or omissions by him, his sub-producers or employees. The Compensation Schedule(s) constitute the total commission payable to Producer. Commissions payable to Producers will be paid directly by OM. Should a request for commissions by sub-producers be paid directly to the Producer, an Assignment of Commissions form must be completed, notarized, and submitted. The AOC will remain in effect until written notice has been submitted to OM and verified.

- **SERVICE OF POLICIES**

The Producer shall service all policies that the Producer initially sells. Producer agrees that commissions paid to Producer in accordance with the terms herein constitute full payment for soliciting the application that resulted in the policy being issued and the continued servicing of the policyholder. In the event that the policyholder shall request another agent of record, if the soliciting producer received commission advances from OM, then first year commissions will continue to be paid to the soliciting producer. All subsequent commissions will be paid to the requested agent of record. Should another Producer of OM submit additional applications on a policyholder or group policyholder, the original Producer shall continue to be paid commissions on policies which Producer originally sold; however, the original Producer will not be paid commissions on the additional applications which were solicited by another Producer of OM.

- **PRODUCER FEES AND EXPENSES**

The Producer shall be responsible for the payment of all taxes, fees or levies imposed upon him for the purpose of doing business. The Producer shall pay for any and all expenses incurred by him in the performance of this Contract, unless the Company has, in writing, agreed to do otherwise.

- **INDEBTEDNESS**

OM shall have a first lien on all commissions payable under this Contract or any monies due the Producer by OM for any debt owed by the Producer or his sub-producers to OM or to another person or persons acting for OM. For purposes of this Contract, indebtedness shall include, but not be limited to: advanced commissions, lead costs, appointment fees, products/services offered by OM, collection fees including attorneys' fees, or other cash advances. OM may at any time offset against all commissions accrued or to accrue to the Producer any debt due from the Producer that arises from all transactions under this or any other previous Contract or any amount becoming due from a sub-producer of the Producer. The entire indebtedness of the Producer may be deemed due and payable in full within sixty (60) days of demand by OM. OM shall have the right to escrow a Producer's earned commissions to secure the indebtedness of sub-producers for which the Producer is responsible.

- **ASSIGNMENTS**

No assignment of this Contract or any compensation payable hereunder shall be valid and binding on OM, unless authorized in advance, in writing by the President or an Officer of OM. Any assignment so authorized shall be subject to any and all indebtedness of the Producer then existing or thereafter occurring.

- **ALL SUMS PAYABLE**

Any and all sums of money due and to become due OM from the Producer shall be payable at the OM office in Tampa, Florida.

- **ACCOUNTING**

OM will each month, or at reasonable intervals, furnish the Producer with a statement of his account and remittance for any amount due him. The Producer hereby agrees that the ledger accounts of OM shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto. Upon receipt of such statement, the Producer shall immediately examine same, and if not satisfied as to the accuracy and correctness of same, shall return said statement and remittance to OM with full particulars of any discrepancy therein. Failure of the Producer to notify OM within twenty (20) calendar days from the date he receives such statement and remittance shall be deemed an admission by the Producer of the accuracy and correctness of such statement and remittance.

- **PRODUCER RESPONSIBILITIES UNDER FEDERAL AND STATE TAX LAWS**

The Producer is hereby advised that as an Independent Contractor, the Producer has certain responsibilities under the federal and state (where applicable) tax laws. The Producer must report all commissions to the Internal Revenue Service and appropriate State Department (where applicable) on the appropriate tax form and pay certain taxes due with respect to their amounts. To assist the Producer in complying with these requirements, OM, after the close of each calendar year, furnish (by U.S.P.S.) the Producer with a copy of the I.R.S. Form 1099; OM is also required to send to the Internal Revenue Service and, if applicable, appropriate State Department.

- **VIOLATION OF LAWS AND OM RULES**

The Producer shall not rebate or offer to rebate any premium or premiums on a policy of insurance issued by the COs, or induce any customer of OM to discontinue the payment of any premiums on any policy, or induce or endeavor to induce any Contracted Producer of OM to discontinue active service, or violate any insurance law, regulation or ruling of any Insurance Commissioner or Department in any State, or violate OM or COs prescribed rules or regulations. In the event the Producer should do any of the acts aforementioned before or after termination of the Contract, OM shall have the right, at its discretion, to declare a complete forfeiture of any and all compensation due or to become due under this Contract.

- **TERMINATION WITHOUT CAUSE**

OM may terminate this Contract at any time by giving a ten (10) day written notice to the other of such termination via U.S.P.S. mail to the last known address. Vesting provisions outlined in the most recent OM Compensation Schedule(s) will apply. The Contract shall be terminated by death or permanent disability of the Producer. Disability will be determined by OM in accordance with current published federal Social Security guidelines

- **TERMINATION WITH CAUSE**

This Contract will terminate for cause immediately without prior notice if Producer violates any provision of this Contract, fails to meet production requirements, fails to respond in a timely manner to an agent allegation, jeopardizes OM contracts, is adjudicated bankrupt or violates any provision of the association enrollers' agreement, is disparaging or threatening towards OM in any way or format including verbal, written, or electronically (i.e. internet, texting, email, etc.). OM, upon termination with cause, can divest any producer of earned commissions. Written notice shall be given for termination with cause and/or divesting of commissions.

- **MATERIALS AND DOCUMENTS**

All supplies, materials and printed matter furnished to the Producer by OM or COs are their property and must be returned to OM or COs within 10 days upon termination of this Contract. The Producer may not retain copies.

- **COMMISSIONS AFTER TERMINATION**

In accordance with the most recent Compensation Schedule, the Producer's right to receive all commissions that may accrue on account of policies issued on applications secured by Producer or his sub-producers, shall be vested and payable to the Producer upon termination of this Contract without cause, so long as the Producer was actively writing business for a period of at least 6 months, unless such commissions in any one month amount to less than \$100.00, in which case no further commissions shall be payable. If there is no surviving spouse or if the spouse dies prior to receiving all commissions payable hereunder, then such commission shall be paid to the Executors or Administrators of the Agent's Estate. If this Contract is terminated with cause, as defined in this Contract, no further commissions or other compensation or allowance will be payable.

- **ERRORS AND OMISSIONS COVERAGE**

The Producer agrees at time of initial contract with OM to furnish satisfactory evidence of Errors and Omissions coverage to secure the faithful performance of his duties. The Producer is also required to continuously maintain such coverage and provide evidence yearly of coverage. Producer is subject upon demand by OM to provide proof of this coverage.

- **CLAIMS AND LITIGATION**

The Producer has no authority to institute legal proceedings in the name of OM or COs, nor shall they institute any legal proceedings in connection with the transaction of business on behalf of OM unless such actions shall have been approved in advance by OM. The Producer shall defend any act or alleged act of his own at his own expense, and shall pay to the agency on demand any costs or expenses incurred by OM should OM be made a party to, have to answer, or defend any such suit because of the Producer's act or acts. However, OM may, if not satisfied with the manner in which such defense is conducted, employ counsel to conduct the defense, and any expense thus incurred shall be paid by the Producer unless, in the judgment of OM, the Producer is in no way at fault or responsible for such suit and OM agrees in writing to bear the expenses of such litigation. In litigation between the Producer and OM, the losing party is responsible for the prevailing party's legal fees.

- **VENUE STATED**

Any suit between OM and the Producer growing out of any transaction arising from, based on, or in any way connected with this Contract shall be instituted and tried only in Hillsborough County, Florida. All the terms, provisions and conditions of this Contract shall be conducted according to the laws of Florida.

- **MODIFICATION**

This Contract cannot be changed by any verbal promise or statement by any of the parties hereto, and no written modification or change shall bind OM, unless it is signed by the President or Officer of OM and expresses an intention to modify or change this Contract. This Contract supersedes any previous contract(s) with OM.

- **CONFIDENTIALITY**

The Producer understands and agrees that information including, but not limited to: agent lists, client/customer lists, trade secrets, compensation schedules, training guides/manuals/presentations, power point presentations, website information/development, are proprietary in nature and are owned by OM. These lists and information are extremely confidential and the Producer is expressly prohibited from disclosing any of the information contained therein to any third party and may only use the lists and information as authorized by OM. Any disclosure or unauthorized use by the Producer will subject OM to immediate and irreparable damage and, because such damages would be difficult to calculate, in addition to other rights and remedies available to OM, OM shall be entitled to injunctive relief to stop or prohibit such disclosure or unauthorized use from any court of competent jurisdiction. In addition, the Producer will forfeit any and all vesting rights as well as future renewals under this Contract.

- **OM BUSINESS**

OM may discontinue or withdraw from the Producer any policy plan and may fix commissions on any policy plan offered by OM. OM reserves the right without notice or liability to retire from any state or territory and at its discretion discontinue said policy plans; set minimum production requirements; change commissions; and amend, add, delete or modify an OM procedure.

- **LEAD PROGRAM**

If the Agent is participating in a OM lead program, the Producer agrees that such leads may only be used in the sale of products sponsored by OM, and that these leads may not be sold or given to other agents without the express written consent of an officer of OM. Any violation of these lead program guidelines may result in the Producer forfeiting all vesting rights and future renewals under this Contract.

• **DEFINITIONS**

Where the words “representative,” “person,” or the pronouns “he,” “him,” or “his” are used in the Contract, they are intended to mean the Producer, whether the Producer is an individual, a partnership, or a corporation. Where the word “policy” is used herein, it also means “certificate” or insurance. Where the word “commissions” or “compensation” is used, it means “first year and renewal commissions.”

IN WITNESS WHEREOF, this Contract is executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (YR), and when approved by an authorized officer of O’Neill Marketing, Inc. shall be effective for all purposes as of the aforesaid date.

X \_\_\_\_\_

Producer’s Signature

X \_\_\_\_\_

Producer’s Name (Print)

X \_\_\_\_\_

National Producer Number

**PERSONAL GUARANTEE IF AGENT IS NOT SOLE PROPRIETOR**

To induce O’Neill Marketing, Inc. to execute this Contract and in consideration therefore, the undersigned does hereby unconditionally guarantee performance by the legal entity and its Agents under this Contract. The undersigned waives all notices with respect to this Guarantee, including notice of any failure of the legal entity and its Agents to perform its obligations under this Contract or to pay when due any amount due hereunder. This Guarantee is unconditional and absolute.

\_\_\_\_\_ (L.S.)  
*Personal Guarantee*

8.15.17



## PRODUCER PROFILE

Name \_\_\_\_\_

First MI Last AKA (Nickname)

Home Address \_\_\_\_\_

Street City County State Zip

Mailing Address (if different) \_\_\_\_\_

Street City State Zip

Corporate Name (if applicable) \_\_\_\_\_ Federal ID \_\_\_\_\_

Business Address \_\_\_\_\_

Street City State Zip

Phones Business (\_\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_\_) \_\_\_\_\_ Home (\_\_\_\_\_) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Social Security \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ National Producer Number (NPN) \_\_\_\_\_

Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex \_\_\_\_M \_\_\_\_F

Resident Insurance License State \_\_\_\_\_ Number \_\_\_\_\_

E & O coverage Carrier \_\_\_\_\_ Policy Number \_\_\_\_\_

Other states where license(s) are held

*The Representative is solely responsible for insuring that all required licenses and/or appointments have been issued and approved prior to engaging in any sales. The Representative is responsible for maintaining an active state license as well as appointment fees to remain current with Carriers. The Representative consents to allowing O'Neill Marketing to use this information in the appointment process.*

X \_\_\_\_\_

Producer's Signature



## Direct Deposit Agreement Form

NAME: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

### Authorization Agreement

I hereby authorize O’Neill Marketing, Inc. thereafter known as “the Company”, to initiate automatic deposits to my account at the financial institution named below. I also authorize the Company to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold the Company responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the Company receives a written notice of cancellation from me or my financial institution or until I submit a new direct deposit form.

### Account Information

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Business

Personal

Account Number: \_\_\_\_\_

### Signature

Signature (Primary): \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Joint): \_\_\_\_\_ Date: \_\_\_\_\_

ATTACH A VOIDED CHECK

## Appointment Request Form

Agent Name \_\_\_\_\_

Date \_\_\_\_\_

✓	<b>Carrier</b>
	AmBetter
	Oscar
	Molina
	Cigna ACA
	Bright
	UHO
	National General
	Surebridge
	Washington National
	Ameritas Dental
	Aetna
	United Health Care (AARP)
	United American
	Humana
	Freedom/Optimum
	Cigna Medicare
	CarePlus
	Health Sun
	National Life
	Senior Life