



Producer Agreement

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

1. Heacock Classic Data Transmittal Form: [Heacock Classic Data Transmittal Form](#)
2. Current agency resident license
3. Any additional agency non-resident license(s)
4. Copy of Current E&O declarations page
5. Completed Copy of W9

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 **NSM Insurance Services, LLC dba Heacock Classic (“Heacock”)** (each a “**party**” and collectively the “**parties**”) as of the date of Heacock’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, Heacock hereby permits Producer to sell, and act as a nonexclusive agent of record for, certain insurance coverages made available through Heacock (the “**Subject Business**”) in compliance with all rules established by Heacock 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 Heacock 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 Heacock unless the insured requests a change of producer.
- 1.4. All required documents received or collected by Producer shall be forwarded to Heacock 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 Heacock by Producer or Producer’s employees are not bound unless and until Heacock 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. Heacock agrees to allow Producer a commission on business submitted through Heacock as reflected in the applicable exhibits, addendums, and/or schedules made a part of this Agreement.
- 3.2. Producer agrees to refund to Heacock any unearned commissions on business placed with Heacock 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 Heacock 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 Heacock.
- 4.5. In the event of termination by either party, the outstanding unexpired Subject Business shall continue in force, subject to Heacock's normal underwriting standards. Heacock 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 Heacock 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 Heacock 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 Heacock 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 Heacock and Producer.
- 7.2. Heacock 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 Heacock 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 Heacock (which consent will not be unreasonably withheld).
- 7.4. Heacock'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.

Heacock Classic Authorized Signature: _____

Title: COO
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 it along with the other requested documents to
AgencyUpdate@heacockclassic.com**



COLLECTOR CAR INSURANCE

Exhibit A

Commissions

COMMISSION SCHEDULE

- . Heacock Classic Insurance shall pay the producer 10% commission on all new business accepted and paid to Heacock.
- . Heacock Classic Insurance shall pay the producer 10% commission on all renewal offers paid to Heacock.

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