



## Producer Agency Agreement

RPM Managing General Agency Inc., Ramsgate Program Managers, Inc.,  
Ramsgate Insurance, Inc.

This agreement is made between (Agency Name) \_\_\_\_\_

located in **City**\_\_\_\_\_ & **State**\_\_\_\_\_ hereinafter referred to as Agency and RPM Managing General Agency, Inc., Ramsgate Program Managers, Inc and Ramsgate Insurance Inc and Ramsgate Insurance, Inc., dba. Ramsgate Program Managers hereinafter collectively referred to as RMPMGA .

The effective date of this agreement is (Effective Date)\_\_\_\_\_ The Agency acknowledges responsibility to the insured, but Agency does not have authority to represent RMPMGA. The Agency has no authority to bind coverage with, for, or on behalf of RMPMGA including extending the time for payment of premium, or to change, alter, vary or waive any of the terms, requirements, or conditions contained in any insurance or related application or policy. No coverage shall be in effect on any such application until accepted by RMPMGA.. The Agency will indemnify and hold RMPMGA harmless for any violation of this provision. Authority and Responsibility of Agency when Utilizing RMPMGA Admitted, Non Admitted / Excess and Surplus Programs, Companies and or Brokers.

RMPMGA allows an Agency the following payment terms for all agency bill policies new and renewals. Full payment prior to binding or 25% down payment with the balance of account premium financed. Down payment must be received in our office by ACH, electronic draft or agency check. Insured's checks are not acceptable. Omission of an item from an invoice shall not affect the responsibility of either party to account for and pay the other the same as if the item has been included on the invoice. Agency recognizes Excess and Surplus (E&S) insurance companies represented by RMPMGA operate as non-admitted companies under state statues. All E&S insurance companies require 25% minimum and earned premium at binding and is considered fully earned at time of binding. Insurance policies will not be considered bound by RMPMGA unless such 25% of premium has been received. No flat or prorated cancellation is allowed for surplus lines policies. regardless of circumstance. RMPMGA follows the guidelines issuing insurance companies all direct bill policies in regards to down payment that varies with each company.

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In the event of cancellation or reduction in premium, the Agent agrees to return all unearned commissions to RPMMGA immediately upon demand. Flat cancellations are not allowed. Most E&S insurance companies Cancellation cannot be affected until RPMMGA has received the original policy, a lost policy release or a notice has been issued for non-payment of premium.

RPMMGA shall have the right to offset amounts due Agency from RPMMGA the amounts due RPMMGA from Agency. All special fees, policy fees, charges or expense constants charged in addition to premium on policies or endorsements are to be regarded as fully earned at the time of the inception of the policy or endorsement. The obligation of the Agency to pay such amounts shall be the same as if they were premiums, except that no commission will be allowed or due on such amounts.

Agency shall immediately refer to the insurance carrier all claims involving policies issued by RPMMGA (unless otherwise instructed) hereunder with appropriate notification to RPMMGA. RPMMGA has no authority to adjust or settle claims or to assign the adjustment of any claim on a policy placed through RPMMGA.

**Admitted Programs:**

When an Agency request insurance coverage to be bound by the RPMMGA admitted markets, premium payments that are direct billed by the carrier require down payments in accordance with the guidelines of the insurance company insuring binding coverage.

RPMMGA utilizes and or/funds selected insurance service centers who are responsible for all day to day service issues including installment payments, claims, and other customer service request for select companies Service center request must be reported by the customer/insured. Non-service center requests can be reported to RPMMGA by Agency unless otherwise instructed.

Specific binding authority may be granted for certain on-line programs in writing. However, unless Agency has been granted specific written authority, the Agency will not have binding authority for any program.

All requests for an application/quote to be bound must be received by RPMMGA prior to the effective date requested. A quote will be based upon the information provided or entered into website. No coverage shall be in effect on any such application until request is received by RPMMGA and accepted by the insurance company.. The Agency will indemnify and hold RPMMGA harmless for any violation of this provision.

**Administrative Provisions:**

The Agency will provide RMPMGA a properly completed application for each risk written, will promptly report all pertinent information to RMPMGA and will cooperate with RPMMGA in securing all

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information needed by RPMMGA to bind the account. The Agency will indemnify and hold RPMMGA harmless for any violation of this provision.

The Agency shall have undisputed ownership of all policies written with RPMMGA as the Agent is in compliance with the payment terms of this agreement. Otherwise, the ownership reverts to RPMMGA who shall have the right to enter the Agent's office and remove relating documents. The Agent shall remain liable to RPMMGA for the full indebtedness thereof.

As a condition to the contract, Agency and Agent will maintain proper licenses required by law, will maintain Insurance Agents Errors and Omissions Professional Liability coverage through the term of this Brokerage Agreement and will provide evidence of same to RPMMGA upon request and notification upon renewal. Violation of this provision will result in automatic termination of this agreement.

In the event RPMMGA shall have to institute any legal action to enforce the obligation assumed by Agency under this agreement, or must defend any lawsuit brought against RPMMGA because of its having entered into this Agreement, RPMMGA is entitled to recover from Agency all costs, expenses, judgments and attorney's fees incurred by RPMMGA in connection with such action. Parties agree all forms of communications between RPMMGA and Agency qualify as a valid business relationship under the Telephone Consumer Protection Act. The obligations and undertaking of each of the parties of the Agreement shall be performable in Lake Wales, Polk County Florida.

The rights, privileges, interest, powers or claims of Agency arising under this Agreement are not assignable (by sale or otherwise) by Agency, and no assignee shall acquire any rights thereto, without the written consent of RPMMGA.. The rights of any assignee under any assignment to which consent has been or may be given shall be subject to the lien given to RPMMGA in this agreement. No waiver of any breach or violation of any provision of this Agreement by either party shall be deemed made unless made in writing. This writing represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and may not be altered or amended except by a subsequent written Agreement duly executed by all parties. All terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assigns.

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This Agreement supersedes all previous agreements and does constitute the entire agreement between the Agency and RPMMGA.

Agency Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

RPM Managing General Agency, Inc Ramsgate Program Manager, Inc. Ramsgate Insurance Inc and Ramsgate Insurance Inc DBA Ramsgate Program Managers

Signature: \_\_\_\_\_

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

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

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

Please print, sign and send to email [info@rpmmga.com](mailto:info@rpmmga.com)