



## LA PLAYA INTERNATIONAL PRODUCER AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between **La Playa, LLC** with its place of business at 475 Park Avenue South 4<sup>th</sup> Floor, New York, NY 10016, hereinafter ("La Playa"), and \_\_\_\_\_, an individual, partnership, corporation, registered firm, producer, or agency, with its principle place of business at \_\_\_\_\_ hereinafter ("BROKER"). This Agreement replaces all previous agreements or contracts, whether oral or written, and shall continue in full force and effect until amended, suspended or terminated, as provided in the Agreement.

**WHEREAS**, the BROKER desires to place business through LA PLAYA and LA PLAYA desires to consider such business;

**NOW THEREFORE**, LA PLAYA and BROKER agree to be bound by the following terms and conditions;

### I. LEGAL RELATIONSHIP

The BROKER, in placing business under this Agreement, recognizes that he/she is the representative of the proposed insured and not the agent, representative or employee of LA PLAYA and/or any of its subsidiary or affiliated companies. Nothing in this Agreement shall be construed to imply an employer-employee relationship between LA PLAYA and BROKER.

### II. BROKER'S AUTHORITY

Subject to the terms of this Agreement, BROKER shall:

- a. Solicit applications of insurance;
- b. Bill and collect premiums on all policies, contracts, binders, riders, and endorsements pursuant to this Agreement;
- c. Maintain a sufficient staff to perform its duties under this Agreement; and
- d. Hold all monies received pursuant to this Agreement in a fiduciary capacity.

### III. LICENSING

BROKER warrants that he/she is properly licensed to transact business as a broker in accordance with the applicable requirements of the BROKER'S commercial domicile and any state in which the BROKER transacts business, as necessary.

Upon request, the BROKER agrees to provide evidence to LA PLAYA of such license(s).

### IV. PAYMENT OF PREMIUM

BROKER agrees to remit to LA PLAYA:

- 100 percent of the premium due on all new and renewal business within twenty (20) days of the effective date thereof;

- 100 percent of the additional premium due on any endorsement within twenty (20) days after the invoice date thereof; and
- The balance in full upon receipt of an invoice for additional premiums resulting from annual or interim audits and/or retrospective rating adjustments.

All other payments are due twenty (20) days after invoice dates unless otherwise agreed to in writing by LA PLAYA

## **V. GUARANTEE OF PAYMENT**

In consideration of LA PLAYA accepting business from BROKER, BROKER guarantees payment to LA PLAYA of all earned premiums including, but not limited to, deposits and endorsements on all policies of insurance placed by BROKER through LA PLAYA except as provided in Section VI of this Agreement. Such payment is due to LA PLAYA whether or not BROKER has collected the premium. BROKER agrees to pay LA PLAYA return commission on all returned premium adjustments as the same rate that was originally applied to such coverage. BROKER understands the LA PLAYA, without limitation of its other rights and remedies, reserves the right to cancel any policy for non-payment of premium. BROKER further guarantees that they will be responsible for the return of any premiums due to a finance company if funds are directly released to them. If LA PLAYA is faced with a non-collectible earned premium, we will be deducting the earned premium from BROKER out of commissions that are generated on all other business. If LA PLAYA does not have any other business with BROKER, then we will be terminating our relationship at that time.

## **VI. UNCOLLECTIBLE ADJUSTABLE PREMIUMS**

Additional premiums that have been determined by annual or interim audits and/or retrospective rating adjustments are fully earned on the last date that coverage was in effect.

If BROKER cannot collect any such additional premiums after a diligent effort to do so, BROKER will notify LA PLAYA in writing within 20 days from the date of the LA PLAYA invoice. Only in the event that the applicable insurer(s) agree to undertake direct collection, the BROKER shall not be responsible for such premiums and no commission shall be paid to BROKER on any premiums so collected by the insurer(s).

## **VII. RESPONSIBILITIES OF BROKER**

BROKER understands that in arranging coverage, LA PLAYA is relying upon the accuracy and completeness of information provided by the insured through BROKER and submitted to LA PLAYA. It is the responsibility of BROKER to disclose to LA PLAYA the existence of any conditions of which he is or reasonably should be aware of that may affect the insurability of the insured.

BROKER and LA PLAYA agree that it is the responsibility of BROKER to fully and accurately inform LA PLAYA as to the type and amount of insurance coverage to be considered for quotation. LA PLAYA assumes no responsibility with regard to the adequacy, amount or form of coverage obtained through any insurance carrier.

BROKER shall, at all times, comply with: all applicable laws and regulations; and all rules, policies, procedures and standards which are provided to BROKER by LA PLAYA or by any insurance carrier with whom BROKER seeks to place business.

BROKER shall have no authority to and shall not alter, modify, waive, or amend any of the terms, rates or conditions of any advertisement, brochure, applications, policy, contract, form or other materials provided to BROKER by LA PLAYA or any insurance carrier with whom BROKER seeks to place business, unless submitted to and approved in writing by LA PLAYA and/or the insurance carrier.

### **VIII. CLAIMS**

BROKER will report all claims and/or losses as expeditiously as possible to LA PLAYA or insurer. BROKER has no authority to: assign losses to be adjusted; or negotiate or settle any loss.

### **IX. COMMISSION**

Commission shall be agreed between both BROKER and LA PLAYA on a case by case basis.

Should there be a refund of premium (for whatever reason), BROKER will repay the commission upon the amount refunded. LA PLAYA reserve the right to deduct this from any monies due to BROKER.

Where an insurance premium is paid on a monthly basis by direct debit or credit/debit card by the insured, BROKER will be paid commission by LA PLAYA on the account on a monthly basis, one month in arrears.

In the event of termination of this Agreement, no commission shall be payable to BROKER in respect of Insurance Business activities conducted after the date of termination.

### **X. CONFIDENTIALITY**

In connection with the Agreement, BROKER agrees to treat any proprietary information supplied by LA PLAYA as confidential. LA PLAYA agrees to treat any proprietary information supplied by the BROKER as confidential. Unless otherwise required by law, neither LA PLAYA or BROKER or their respective representatives will, without the other's written consent, disclose any proprietary information or other information about the relationship or program.

Both BROKER and LA PLAYA are committed to protecting the non-public, personal information of their clients. As such, the parties agree that they will comply with all applicable federal and state laws and regulations, including, but not limited to, Title V of the Gramm-Leach-Bliley Act, protecting the confidential information and privacy rights of customers and consumers ("Customer Information"). The parties will, each at their own expense, as required by law, implement and maintain appropriate security programs reasonably designed to ensure the security and confidentiality of the Customer Information and prevent against any anticipated threats or hazards to security and integrity of the Customer Information. The parties will, each at its own expense, as required by law, implement and maintain appropriate security programs reasonably designed to prevent any unauthorized access to or use of Customer Information that could result in substantial harm or inconvenience to any customer or consumer of either party.

The parties' obligation under this Section X shall survive termination of this Agreement.

## **XI. INDEMNIFICATION**

LA PLAYA agrees to defend, indemnify and hold harmless BROKER, any affiliated company, their officers, directors, employees and agents from and against any and all claims, damages, losses, or liabilities, including without limitation, reasonable attorney fees, costs, or other expenses incurred by the BROKER arising directly from any acts, omissions or breach of this Agreement by LA PLAYA or any of LA PLAYA'S agents or employees to the extent that LA PLAYA is legally liable.

BROKER agrees to defend, indemnify and hold harmless LA PLAYA, any affiliated company, their officers, directors, employees and agents from and against any and all claims, damages, losses, or liabilities, including without limitation, reasonable attorney fees, costs, or other expenses incurred by LA PLAYA arising directly from any acts, omissions or breach of this Agreement by BROKER or any of BROKER'S agents or employees to the extent that BROKER is legally liable.

## **XII. OWNERSHIP/CONTROL OF EXPIRATIONS**

Subject to the BROKER'S responsibility to account for and pay all premiums for which it may be liable, the BROKER'S records and the use and control of expirations shall remain the property of the BROKER and left to his/her undisputed possession and control. As such LA PLAYA will not use such information to solicit insurance and shall not disclose such information to anyone other than any company, agency or underwriter represented by LA PLAYA in connection with or as otherwise provided for this Agreement.

## **XIII. TERMINATION**

This Agreement may be terminated by either party upon sixty (60) days written notice of termination to the other. Such termination, however, will not affect the rights of the parties including, but not limited to, coverage, obligation to pay premiums, commissions payable and return commissions due on the date of termination.

## **XIV. EVIDENCE OF INSURANCE**

BROKER agrees to maintain an errors and omission liability insurance policy coverage with a per claim limit and an aggregate limit each not less than \$1,000,000 underwritten by an insurer rated not less than B++ by the A.M. Best Company. BROKER further agrees to attach to this Agreement a certificate of insurance evidencing coverage that is acceptable to LA PLAYA and to maintain such coverage at all times while this Agreement is in effect.

Further, LA PLAYA also agrees to maintain an errors and omission liability insurance policy coverage with a per claim limit and an aggregate limit each not less than \$1,000,000 underwritten by an insurer rated not less than B++ by the A.M. Best Company.

## **XV. COMPLETE AGREEMENT**

This signed Agreement incorporates all of the previous and contemporaneous discussions, representations, understandings and agreements between the parties with respect to the subject matter. The terms and conditions expressed in the Agreement shall not be altered

except in writing, signed by an authorized officer of BROKER and an authorized officer of LA PLAYA.

**XVI. ASSIGNMENT**

This Agreement is non-assignable and the BROKER may not assign or delegate any of the BROKER'S rights, interests, or obligations under this Agreement without the express written consent of LA PLAYA.

**XVII. WAIVER**

No waiver or modification of this Agreement shall be effective unless it be in writing and signed by a duly authorized officer of LA PLAYA. The failure of LA PLAYA to enforce any provision of the Agreement shall not constitute a waiver by LA PLAYA of any such provision. The past waiver of a provision by LA PLAYA or BROKER shall not constitute a course of conduct or a waiver in the future of that same provision.

**XVIII. SEVERABILITY**

If any provision hereof shall be held to be invalid or unenforceable, such legal defect shall not affect any other provision of this Agreement.

**XIX. JURISDICTION**

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of New York including its statutes of limitations but without regard to its conflict of laws provisions. Any legal proceeding in connection with this agreement shall be brought only in a court of competent jurisdiction in the State of New York.

In witness thereof, the parties have caused this Agreement to be signed as of the date first above written:

La Playa, LLC.

By\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

**BROKER**

By\_\_\_\_\_

Title\_\_\_\_\_

Company\_\_\_\_\_

Date\_\_\_\_\_