

**RLA INSURANCE INTERMEDIARIES, LLC**  
**PRODUCER APPOINTMENT INSTRUCTIONS**

Thank you for choosing RLA Insurance Intermediaries, LLC as an agent partner. We are dedicated to our partners and value our strong, on-going relationships.

**\*Please submit the following forms at your earliest convenience:**

- 1. Executed Producer Agreement (attached)**
- 2. Current Errors & Omissions Policy Declaration Page or Certificate**
- 3. Completed W-9 (attached)**
- 4. Completed Producer Profile (attached)**
- 5. Copy of Producer/Agency Licenses (resident and non-resident)**

**\*Please complete and return documents:**

**By FAX to: 617-419-2601**

**By EMAIL to: [info@rlainsurance.com](mailto:info@rlainsurance.com)**

# **RLA INSURANCE INTERMEDIARIES, LLC**

## **Producer Agreement**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ is between **RLA Insurance Intermediaries, LLC** ("RLA") and \_\_\_\_\_, ("Producer").

**WHEREAS**, RLA is a licensed insurance agent/broker and excess surplus lines agent/ broker and is in the business of placing contracts of insurance with various insurers; and

**WHEREAS**, Producer is a licensed insurance agent/broker in good standing in each state in which he/she/it conducts business and desires to, from time to time, request RLA to obtain insurance coverage for clients of Producer;

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and other good and valuable consideration recited herein, the parties agree as follows:

### **A. Scope of Agreement and Producer's Authority**

This Agreement shall govern the relationship between RLA and Producer with respect to all policies of insurance insuring Producer's clients heretofore or hereafter obtained by RLA at the request of Producer. Nothing herein shall be construed to require Producer to obtain insurance through RLA or to require RLA to accept orders for insurance from Producer.

Nothing contained in this Agreement shall be construed to constitute Producer as agent for RLA in any respect, and Producer shall have no authority to, and agrees that he/she/it will not, make representations on behalf of RLA or obligate RLA to Producer's clients, to insurers represented by RLA or to any other third parties. Producer has no authority to accept or bind risks on behalf of RLA or any insurer represented by RLA. Producer shall not place any advertisement identifying RLA or any of its insurance programs in any publication, on any web page, nor issue or distribute any circular, paper or letter referring to RLA without the prior written consent of RLA. The Producer shall not have the authority to appoint other agents or subagents for purposes of this Agreement and shall not do so.

Nothing in this Agreement shall be construed to create a partnership, joint venture or employment agreement of any kind between RLA and Producer. Producer shall be considered an independent contractor for the purposes of this Agreement.

### **B. License and Errors and Omissions Coverage**

Producer represents and warrants to RLA that Producer is licensed as an agent or broker in each state in which Producer transacts or intends to transact business and that Producer shall continue to be so licensed during the term of this Agreement and for a period corresponding to any applicable statute of limitations after termination of this Agreement with respect to all insurance business that Producer shall submit to RLA. A copy of said license shall be provided by Producer to RLA prior to or simultaneously with the execution of this Agreement and, from time to time during the terms of this Agreement upon RLA's request.

Producer agrees to maintain an active Errors & Omissions policy with minimum limits of at least \$1,000,000 and agrees to furnish RLA with evidence of the existence of this coverage prior to the execution of this Agreement. Producer further agrees to furnish RLA with evidence that such coverage remains in place as from time to time during the term of this Agreement RLA may request such evidence.

### **C. Surplus Lines Insurance**

Prior to Producer requesting policies of insurance from RLA for his/her/its client, Producer shall first comply with all applicable state laws requiring Producer to obtain such insurance from insurers doing business in the state of residence of Producer's client. The party responsible for paying surplus lines taxes shall also fully comply with all surplus lines laws, rules and regulations as promulgated by the relevant state, including the collection and payment of surplus lines taxes, the filing of affidavits, and any and all other disclosure requirements.

### **D. Termination of Agreement**

This Agreement may be terminated by either party giving the other written notice of such termination via U.S. Mail at his/her/its last known address. The Agreement will terminate immediately if either party loses its authority or license to operate lawfully under the laws of any state or regulatory authority or body or upon the failure of the Producer to remit payments due RLA.

### **E. Payment of Premiums**

Producer agrees to be obligated to pay on a timely basis to RLA all premiums, including deposit, earned, extended or adjusted premiums, and taxes to RLA, whether or not Producer has collected such premiums and taxes from its clients, for each policy of insurance bound or written for Producer by RLA. Producer acknowledges that in agreeing to pay such premiums and taxes to RLA, Producer does so unconditionally as an original undertaking on its own part and not as guarantor or surety of the obligation of Producer's client. Producer shall be entitled to a percentage of the premium, which percentage shall be agreed upon by RLA and Producer. Producer agrees that his/her/its obligation for payments to RLA shall not be contingent or dependent upon the issuance of any policy of insurance.

Funds received by Producer for business transacted under this Agreement shall be held by Producer in a fiduciary account as required by the laws of each state in which Producer transacts business. Producer shall be entitled to any and all interest earned on said funds while held by Producer as long as Producer is in compliance with all terms of this Agreement.

If any of Producer's clients shall default in the payment of any premium and/or tax when due, RLA shall have the right, but not the obligation, and is hereby authorized by Producer, to take all necessary actions, including legal actions, to collect the premium and taxes directly from Producer's client. Producer will not receive any commission on any uncollected premiums. In addition, Producer shall remain liable to RLA for any premiums or taxes so collected, except to the extent such amounts are actually collected by RLA. Producer agrees that any commissions remaining shall be reduced by the costs of RLA's collection efforts.

### **F. Cancellations**

Nothing contained herein shall be construed to limit or restrict any rights of cancellation of RLA or any insurer contained in any binder, policy of insurance or by law, including the right of an insurer, within its discretion, to cancel or rescind a policy of insurance for underwriting or other reasons permitted by law. Cancellation or rescission of a policy of insurance by an insurer terminates the Producer's rights to future commissions. Producer shall not be entitled to any flat cancellation, unless authorized or agreed to in advance in writing by RLA. In the event of a cancellation, Producer shall be liable to RLA for any earned premium and taxes (if any) thereon, whether or not Producer has collected such premiums and taxes (if any) from his/her/its client.

If Producer has not made timely payments due RLA then RLA may communicate with any insurer to cancel any binder or policy of insurance for such non-payment.

Neither RLA nor any insurer shall have a duty to reinstate a policy of insurance if the policy has been cancelled.

#### **G. Claims**

Producer agrees that in the event of an accident, occurrence, loss or similar event that might give rise to a claim that is reported to him/her/it by a client represented by the Producer, or by a party on behalf of such a client, the Producer shall immediately forward all information, including but not limited to, reports, verbal or written, legal documents, or any other documentation or correspondence of any type, to RLA. Producer agrees to full fully cooperate with RLA with regard to any investigation associated with a claim or loss.

#### **H. Unpaid Premiums/Financed Premiums**

RLA shall be entitled to reimbursement from the Producer of all costs, including but not limited to, reasonable attorney fees and costs, incurred by RLA in its efforts to collect unpaid premiums. RLA shall also be entitled to reimbursement of any penalties levied by any governmental agency or Surplus Lines Association due to the failure of the Producer to remit in full and in a timely basis the proper taxes and/or fees.

RLA will submit payment for any return premium, less any unearned commissions, directly to a finance company with regard to all premiums which have been financed. RLA's obligation for any payments to a finance company, Producer or Producer's client shall never exceed the amount of any returned premium less any unearned commission created. Producer agrees to hold RLA harmless from any responsibility for payments to a finance company and agrees further that financing agreements do not lessen Producer's obligation to make timely premium payments.

#### **I. Indemnification**

Producer shall indemnify and hold RLA harmless from all claims, actions, liabilities, suits and expenses, including reasonable attorney fees and costs, in any manner arising or resulting from any breach by Producer of any provision of this Agreement, or from any error or omission committed by Producer or from any warranty or representation by Producer contained herein being false in any material respect.

RLA shall indemnify and hold Producer harmless from all claims, actions, liabilities, suits and expenses, including reasonable attorney fees and costs, in any manner arising or resulting from any breach by RLA of any provision of this Agreement, or from any error or omission committed by RLA or from any warranty or representation by RLA contained herein being false in any material respect.

#### **J. Complete Agreement**

This Agreement supersedes all former Agreements and contains the full and complete Agreement between the parties hereto. It may be amended only by a subsequent writing executed by the parties.

#### **K. Governing Law**

This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Massachusetts, without giving effect to its conflict of law rules.

**L. Severability**

If any paragraph or condition set forth in this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or other operation of law, it shall not affect the validity or enforcement of any other paragraph or condition, which shall remain in full force and effect. Each paragraph and condition of this Agreement shall be enforced independently of any other paragraph and condition.

**RLA:**

**Producer:**

**RLA Insurance Intermediaries, LLC**

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

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

# RLA INSURANCE INTERMEDIARIES, LLC

## PRODUCER PROFILE

**Producer/Agency Name:** \_\_\_\_\_  
\_\_\_\_\_

**Office Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Telephone:** \_\_\_\_\_

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

**Email Contact(s):** \_\_\_\_\_  
\_\_\_\_\_

**Website:** \_\_\_\_\_

### Producer Information:

<u>Name</u>	<u>Title</u>	<u>Email Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. Have you filed for, or been discharged from, any bankruptcy, insolvency, or assignment for the benefit of creditors with a filing or discharge date? \_\_\_\_\_ Yes \_\_\_\_\_ No

\*If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. Do you have delinquent unpaid debts, including without limitation, loans, tax liens, outstanding civil judgments, child support payments, or alimony payments: \_\_\_\_\_ Yes \_\_\_\_\_ No

\*If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. Have you ever been convicted or plead guilty or no contest to any misdemeanor or felony charges? \_\_\_\_\_ Yes \_\_\_\_\_ No

\*If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

4. Has an agency or individual producer license ever been revoked by, or surrendered to, any state or have you ever been fined, penalized, sanctioned, or subject to any other disciplinary action by a state or federal regulatory agency or self-regulatory organization as a result of insurance, banking, investment banking or real estate business activities? \_\_\_\_\_ Yes \_\_\_\_\_ No

\*If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

5. Are you or the agency currently the subject of any complaint, investigation, or proceeding that could result in a YES answer to any of the above questions? \_\_\_\_\_ Yes \_\_\_\_\_ No

\*If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

6. Do you or your agency currently hold a Surplus Lines license? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, license number is \_\_\_\_\_.  
Name of individual who holds license: \_\_\_\_\_.

**\*If you have answered YES to any of the above questions, please provide complete details and appropriate documentation.**

**Prepared by:** \_\_\_\_\_

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

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

\*For questions related to this form, please contact RLA at 617-419-2604 or [info@rlainsurance.com](mailto:info@rlainsurance.com)

## Request for Taxpayer Identification Number and Certification

Completed form should be given  
 to the requesting department or  
 the department  
 you are currently doing business  
 with.

Please print or type

**Name** ( List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

**Business name**, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶

**Legal Address:** number, street, and apt. or suite no.

**Remittance Address:** if different from legal address number, street, and apt. or suite no.

**City, state and ZIP code**

**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.  
**Note:** *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

**Social security number**

□ □ -□ □ □ □ □

OR

**Employer identification number**

□ -□ □ □ □ □ □ □

**Vendors:**  
**Dunn and Bradstreet Universal Numbering System (DUNS)**

**DUNS**

□ □ □ □ □ □ □ □ □

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No \_\_\_ Yes \_\_\_ If yes, **in compliance with** the State Ethics Commission **requirements**.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

<b>Sign Here</b>	<b>Authorized Signature</b> ▶	<b>Date</b> ▶
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