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**INDEPENDENT PRODUCER AGREEMENT**

IT IS AGREED by and between Joline Associates (“JA”) and the producer stated below, hereafter referred to as “Producer”, that in consideration of JA’s good will and patronage:

- A. Joline Associates agrees that commission payments, if any, made by JA to Producer shall be vested in Producer to the same extent that commission on the same transaction are vested in JA by applicable insurance company, with the exception of group type situation which may be subject to Broker of Record direction.
- B. Each party to this Agreement agrees to hold the other party harmless and indemnify the other party against any and all liability, loss, damages, judgments, costs or expenses of any nature, type or kind (including reasonable attorneys’ fees) incurred by one party or imposed upon one party as a result of any wrongful or tortuous act or omission on the part of the other party.
- C. Producer agrees to obtain and maintain from the date of this agreement forward at Producer’s expense, Errors and Omissions insurance. Producer agrees to provide proof of such insurance to JA upon request.
- D. In the event JA is required to refund or return to the insurer any commission or fee paid or credited to Producer, Producer will reimburse JA for this payment in full within thirty (30) days of date or request for such payment. Producer will also reimburse JA for any and all costs and expenses incurred by JA in collecting any such sums from Producer, including reasonable attorney’s fees, if any.

Producer certifies that information provided to JA in this Agreement is correct and complete.

Producer Name \_\_\_\_\_ Email \_\_\_\_\_  
Address \_\_\_\_\_ Telephone \_\_\_\_\_  
E & O Carrier and Contract Number \_\_\_\_\_

\_\_\_\_\_  
Producer’s Signature/Date

\_\_\_\_\_  
Patricia L. Joline, President  
Joline Associates

I, \_\_\_\_\_, acknowledge that access to My Assistant through Joline Associates (“JA”) is a service that normally would include a charge per case. By agreeing to place my term cases through JA and using the My Assistant process to do so, JA agrees to absorb all such charges for cases that subsequently generate a fully completed application for coverage submitted to an approved JA carrier. Such access will be provided once you have been appointed with the appropriate carriers under JA. To use My Assistant, you also agree to the terms and conditions of My Assistant which may be accessed online.

JA will provide all necessary training and coordination to make your use of the My Assistant process successful. As stated above, JA will pay the My Assistant fee on your behalf for good orders resulting in an application being submitted to JA; there will be no reduction in the commission levels paid to you as a result of your use of the My Assistant process.

If an order submitted by you through My Assistant does not result in a completed application being forwarded to JA, then you hereby agree to reimburse JA the cancellation fee then in effect (the current fee is \$25 per case and you will be notified of future changes, if any). An example of such a transaction would include you “placing an order” through [www.jolineassociates](http://www.jolineassociates) to initiate the My Assistant process, and then the proposed insured refusing to provide the information needed to complete the application or refusing to complete the medical requirements. If such an event occurs, JA will notify you and request the \$25 reimbursement. If such payment is not received within 30 working days, your access to the My Assistant process will be cancelled.

By signing below, you agree to the above process and conditions.

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Phone Number \_\_\_\_\_  
EMAIL \_\_\_\_\_  
Date \_\_\_\_\_

Pat Joline, CLU, ChFC \_\_\_\_\_  
President, Joline Associates  
Date \_\_\_\_\_