

Baja Bound Producer Agreement

This Agreement is made effective on _____ between _____ hereinafter referred to as "PRODUCER" and Baja Bound Insurance Services, Inc., a California corporation, hereinafter referred to as "BAJA BOUND" with regard to the following:

- A. PRODUCER warrants that they are duly licensed by the State of _____ to sell the insurance which is the subject of this agreement, under License Number: _____ issued by that state. PRODUCER agrees to provide a copy of their current license to BAJA BOUND.
- B. BAJA BOUND is licensed to sell insurance from insurance companies domiciled in the Republic of Mexico.

As a result, the parties agree as follows:

INTENT OF THE PARTIES. PRODUCER desires to place insurance coverage for risks in Mexico on behalf of their clients (the insured) through the Internet application provided by BAJA BOUND. BAJA BOUND agrees to make this application available to the PRODUCER under the terms and conditions specified in this agreement.

AUTHORITY TO BIND. So long as this agreement remains in effect, PRODUCER is authorized to bind coverage through the BAJA BOUND Internet application in strict compliance with its existing Underwriting Guidelines now existing or as amended by Bajabound.

PREMIUM COLLECTION. PRODUCER must collect required premiums on or before the effective time and date of each policy sold. PRODUCER agrees to pay BAJA BOUND premiums on all policies sold whether or not the premium was collected from the client. Should PRODUCER fail to pay BAJA BOUND any premium or other moneys when due, PRODUCER agrees to bear any expenses, including reasonable attorneys fees and costs incurred by BAJA BOUND to enforce collection. Premium collection shall be handled in following three ways:

- A. Premiums may be charged to the credit/debit card account of the PRODUCERS' client through the BAJA BOUND Internet application before an insurance policy is issued, renewed or amended.
- B. Premiums may be charged to the credit/debit card account of the PRODUCER through the BAJA BOUND Internet application before an insurance policy is issued, renewed or amended.

PAYMENT OF COMMISSION. BAJA BOUND agrees to pay PRODUCER commission on all net premiums, exclusive of fees. Commissions on premiums are stated in the "Commission Schedule" which is attached to, and made part of this agreement. Should it become necessary for BAJA BOUND to enforce collection of premiums, PRODUCER agrees that no commission shall be due on any such transaction.

PRODUCER TO HOLD BAJA BOUND HARMLESS. PRODUCER shall defend, indemnify, and hold harmless BAJA BOUND and insurers from and against any and all claims arising from of PRODUCER's conduct or activities and from and against all costs, attorney's fees, expenses, and liabilities incurred in defense of any such claim.

USE OF NAME, LOGOS, DESIGN, WRITTEN CONTENT. Names, logos/ insignias, designs, rates, or any written content which is printed, or published electronically by BAJA BOUND, is property of BAJA BOUND or its affiliated insurers. PRODUCER must receive permission from BAJA BOUND or BAJA BOUND's affiliated insurers in order to use any of this property in their own advertising, printed, or electronically published material. In the event this agreement is terminated, PRODUCER must cease all use of this property, and make every effort to remove from circulation existing instances of this property.

NO AUTHORITY TO SETTLE CLAIMS. PRODUCER shall have no authority to accept, service, or adjust claims on behalf of their clients. No act or statement of PRODUCER shall in any way be binding on BAJA BOUND or its affiliated insurers, unless PRODUCER has received prior written approval from BAJA BOUND to act or state.

ERRORS AND OMISSIONS INSURANCE. PRODUCER agrees to hold and maintain in force an Insurance Agents/Brokers Errors and Omissions policy. The cost of this policy shall be at the expense of the PRODUCER, and copy of this policy must be given to BAJA BOUND if requested. PRODUCER will name BAJA BOUND as an additional insured on any such policy upon request.

HEIRS, SUCCESSORS, AND ASSIGNS. PRODUCER must have prior written consent from BAJA BOUND in order to assign this agreement and rights under it.

TERMINATION.

- A. Termination Without Cause: Either party may terminate this Agreement at any time for any reason whatsoever, by giving the other party fifteen (15) written notice.
- B. Termination With Cause: Either party may terminate this Agreement at any time, for cause, by giving the other party three (3) days written notice of termination. "Cause" is defined to include, but not limited to: Fraud, Misrepresentation, Misappropriation of Money, Failure to Satisfy Statutory Licensing Requirements, Material Breach of this Agreement.
- C. Termination shall not alter in any way the continued application of this agreement to insurance policies effected prior to the date of such termination, and as such PRODUCER shall continue to service any policies if requested by BAJA BOUND

CHOICE OF LAW. This Agreement has been negotiated and executed in the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.

ATTORNEY'S FEES AND COSTS. The prevailing party in any action to enforce this agreement shall be entitled to an award of reasonable attorney's fees and costs.

ENTIRE AGREEMENT. This Producer Agreement is the sole and exclusive agreement between the parties and all discussions and negotiations shall be superseded by this agreement.

PRODUCER	BAJA BOUND
Name: _____	John Henry Morton
Title: _____	President/CEO
Signature: _____	Signature: _____
Date: _____	Date: _____

Baja Bound Insurance Services Agent Program Commission Schedule

Policies issued by agent: 20% of net premium

Policies issued as a web referral (via web to web referral link): 15% of net premium

Payment schedule: If you have earned more than \$25 in commission fees during a month, a payment will be made to you by the 15th of the following month. If you have earned less than \$25, a payment will be made to you once your earnings hit \$25 or within 6 months, whichever comes first.

Last Updated September 15, 2020