

## **AGREEMENT**

**This agreement is entered by and between RSI International, Inc., hereinafter referred to as RSI, and  
\_\_\_\_\_ hereinafter referred to as producer.**

**WHEREAS: RSI is a General Agent for several insurance companies throughout this state and other states;**

**WHEREAS: RSI has the potential to place business with several insurance companies to the benefit of the Producer;**

**WHEREAS: Producer on occasion may have clients that need insurance coverage;**

**WHEREAS: Producer does not deal directly with insurance companies and RSI does not obtain insurance coverage directly for the public; THEREFORE**

**Both RSI and Producer enter this Agreement on the following terms and conditions:**

- 1) RSI agrees to pay to Producer a commission on all insurance coverage bound through RSI. The amount of the commission shall be determined at the date of the written binder. The commission shall be paid upon receipt of the premium due and owing.**
- 2) Producer shall collect and receive premiums and fees on insurance tendered by Producer and accepted by RSI. All premiums and fees collected by Producer are the property of RSI and are held in trust by Producer. Producer shall forward all premiums and fees billed by RSI promptly. In the event of cancellation or replacement of risk, Producer shall be solely responsible for payment of earned premiums and fees regardless of the inability to collect such premiums and fees from the insured.**
- 3) No application for insurance coverage shall be accepted and bound unless and until written communication as to that fact is forwarded by RSI or the Company.**
- 4) Within ten (10) days after close of each month (on or about the 10<sup>th</sup> of the month), RSI shall furnish to Producer a Broker's Statement which shall be a summary of all invoicing and payment transactions for the preceding month. The balance on Broker's Statement shall be due and payable in RSI's office, Ellisville, St. Louis County, Missouri, no later than the fifteenth (15<sup>th</sup>) of the month following the month for which the Broker's Statement is rendered. Broker Statement balances five (5) days past due are subject to cancellation of policies and/or the implementation of collection procedures. RSI shall cease quoting or binding for Producer until such time as past due balances are resolved to RSI's satisfaction.**
- 5) In the event it becomes necessary for RSI to file suit to collect monies due from Producer, the prevailing party -to that suit shall also have the right to collect reasonable attorney fees and costs arising from such action.**
- 6) If producer is an incorporated agent or agency, the undersigned, individually, guarantees the faithful performance of the obligations of the agent or agency stated herein, and is firmly bound, jointly and severally, to pay any sum which said agent or agency may become liable to pay under this Agreement**
- 7) Producer accepts full responsibility to comply with his state's insurance laws and any other applicable laws. If Producer holds a Surplus Lines License in his state, Producer accepts full responsibility to comply with the state's surplus lines laws, and the reporting and payment of state taxes. Producer shall promptly comply with any and all instructions received from RSI in connection with business brokered with RSI.**
- 8) This Agreement may be terminated at any time by mutual consent. It may also be terminated with or without cause by either party give ten (10) days written notice sent by mail to the other party. Any such notice shall not apply to risks which have been bound, cancelled or are in effect at the time of termination.**

**This Agreement supercedes any and all previous agreements between RSI and Producer, and may not be altered, modified, or changed except in writing and signed by both parties. Both parties agreed to be bound by the laws of the State of Missouri.**

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at**

\_\_\_\_\_

**PRODUCER**

**RSI**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Daniel J. Walter, President**

\_\_\_\_\_  
**Address**

**273 Clarkson Rd., Ste 102  
Ellisville, MO 63011**

\_\_\_\_\_  
**City, State, Zip Code**