

# DFCORBY INSURANCE SERVICES

P.O. Box 6297, Fullerton, CA 92834  
CA License # 0D94572

## PRODUCER AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_ by and between **DFCORBY Insurance Services**, hereinafter referred to as **DFCORBY**, and \_\_\_\_\_, a licensed insurance agency of California, hereinafter referred to as Broker.

Witnesseth, in consideration of **DFCORBY** placing risks from time to time hereinafter for Broker with an insurer, or insurers, and for the mutual promises and covenants hereinafter set out, it is agreed as follows:

- (1) Broker shall be liable to **DFCORBY** for the full amount of premium, fees and applicable state taxes, less commission including additional and/or adjustable premiums developed under audits or applicable rating plans on every insurance contract placed by Broker through **DFCORBY**.
- (2) Broker shall remit the balance of the premium, fees and applicable taxes, less commission to **DFCORBY** by the invoice due date.
- (3) No insurance contract may be returned to **DFCORBY** by the Broker for flat cancellation unless it is returned and received prior to the inception or effective date of the contract.
- (4) In consideration of commission allowed Broker on all premiums, and additional premiums, Broker agrees to pay **DFCORBY** the commission on all return premium at the same rate such commissions were originally retained.
- (5) Broker acknowledges it is not the agent of, and has no authority to bind **DFCORBY** or any of its principals or insurers. Broker warrants it is the agent of the insured and acknowledges that **DFCORBY** bears no agency or fiduciary responsibility to the insured.
- (6) **DFCORBY** will use its best efforts to give the Broker reasonable advance notice of the expiration of all policies, but failure of **DFCORBY** to provide such notice will not render **DFCORBY** liable.
- (7) Broker has no authority to assign or adjust any losses on behalf of **DFCORBY** or its companies.

This agreement may be canceled any time by written notice of either party to the other, but said cancellation shall not alter in any way the continued application of this agreement to insurance contracts effected prior to the date of such cancellation.

This agreement constitutes the full and complete contract between **DFCORBY** and the Broker. Neither party has relied upon any oral representation not included herein. Any amendment to this agreement shall be made only with the written consent of both parties and attached hereon through addendum.

### DFCORBY Insurance Services

BY – Name & Title	SIGNATURE	DATE
Dennis F. Corby, President		
Witness: Patricia A. Corby, CFO		

Broker: \_\_\_\_\_

BY – Name & Title	SIGNATURE	DATE
Witness:		

**PLEASE READ, SIGN & HAVE WITNESSED ONE COPY OF THIS AGREEMENT. THEN SEND THAT COPY TO US FOR OUR SIGNATURES. WE WILL THEN RETURN THE ORIGINAL AGREEMENT TO YOU SIGNED BY ALL PARTIES FOR YOUR FILE.**