



Gridiron Insurance Underwriters, Inc.
300 S Pine Island Rd. Suite 109
Plantation, Florida 33324
(954)331-3000 Fax (954)316-3132

Gridiron Insurance Underwriters Producer Package

Gridiron Insurance Underwriters, Inc. (Gridiron) is a surplus lines agency representing many fine companies and doing business in 47 states. We pride ourselves on developing relationships with our agency partners and we are pleased that you have chosen us as your partner.

Please complete the following forms enclosed herein and return them to Gridiron at your earliest convenience.

Producer Package Checklist

Producer Agreement	Required: Agency name and date signed at the top, signature where indicated	
Producer Profile	Be sure to list all agency contacts and email addresses	
W-9 Form	Required: Legal name and dba (if applicable) address, FEIN – only one #, signature and date	
Current E&O Declaration	Dec pages or certificate	
Copy of Agent Licenses	All current Producer licenses including non-resident licenses	

Thank you again for choosing Gridiron. Call Gridiron today and let us assist you in becoming a successful partner!

Please complete and return documents by email to ddemott@gridironins.com.

PRODUCER AGREEMENT

This agreement made and entered into this ____ day of _____, 20__ by and between Gridiron Insurance Underwriters, Inc. hereinafter referred to as "Gridiron" and _____ (licensed insurance agent(s) and/or broker(s) of _____ in the State of _____, hereinafter referred to as "Producer".

Whereas the Producer is a licensed insurance agent/broker in one or more states (subject to restrictions imposed by law upon the Producer in such state or states), and Gridiron is a surplus line insurance underwriter, and said Producer is desirous of placing contracts of insurance from such states for insureds or principals named in such contracts of insurance, and is desirous of utilizing generally the knowledge, servicing and brokering facilities, of Gridiron and;

In further consideration of Gridiron placing risks hereinafter for Producer with an insurer(s), and mutual promises and covenants hereinafter set out, it is agreed as follows:

I. AGREEMENT APPLICABILITY

This agreement shall apply to all current insurance contracts already placed and in force at the date hereof and all future insurance contracts which may be placed by Gridiron, on behalf of the Producer. Any modifications, revisions or alterations of this Agreement shall be in writing and agreed to between the parties.

II. STATUS AND AUTHORITY OF PRODUCER

Gridiron and Producer mutually agree that the interests of the parties are best served when the Producer is an independent contractor for all purposes. Nothing in the agreement shall be construed to create the relation of employer and employee between Gridiron and Producer. Producer warrants it is the agent of the insured and acknowledges Gridiron bears no agency or fiduciary responsibility to the insured. Producer shall have the ownership of all insurance business subject to this agreement and the use and control of all expirations with respect to insurance obtained through Gridiron.

Producer agrees that without the prior written consent of Gridiron, Producer has no authority:

- i) to bind or to cause to have bound any coverage on any risk or insured on behalf of Gridiron or any of its Companies or to issue or cause to be issued any binder, policy endorsement, certificate or other evidence of coverage on behalf of Gridiron or its Companies; or
- ii) to waive or extend any conditions of a policy or application or to make, vary or discharge any policy contract; or
- iii) to make representations on behalf of Gridiron or any of its Companies, including, but not limited to, representations regarding the application of coverage to specific situations; or
- iv) to extend the time for payment of premium; or

- v) to incur any liability on behalf of Gridiron or its Companies; or
- vi) to act in any way as an agent of Gridiron or its Companies.

Gridiron's issuance of an approved password for use of the online portal "Easy Excess" will be considered written consent as applied to subsections i-vi above.

Producer and Gridiron agree that all quote and binding authority remains with Gridiron or Gridiron's Companies, as the case may be. Producer, subject to written authorization from Gridiron, may quote accounts, provided always that they conform to the terms of the written quote from Gridiron, this Agreement, and Gridiron's underwriting guidelines, rules, restrictions, and rates that may from time to time be specified. To bind an account, Producer must first request in writing from Gridiron for authority to proceed with such binding. Producer can then only proceed with binding the subject account upon receipt from Gridiron of written confirmation/authorization that Gridiron is willing to bind the subject risk. Producer further agrees that all such bindings by Producer shall conform to the terms of the written confirmation/authorization from Gridiron, this Agreement and Gridiron's underwriting guidelines, rules, restrictions, and rates that may from time to time be specified. For purposes of this Agreement, electronic mail and facsimiles shall be considered as "*written*" or "*in writing*." Completed applications and legal state documentation on all accounts subject to this Agreement must be in Gridiron's possession within thirty (30) days of binding. Any binders, certificates or other evidence of coverage, including policy forms, shall be in a form designated by Gridiron or its Companies. Gridiron's Companies reserve the right to amend or change such forms at any time.

This Agreement does not constitute the Producer as the agent or the legal representative of Gridiron or Gridiron's Companies, or Gridiron or any of its Companies as an agent or legal representative of the Producer for any purpose whatsoever. Neither party is granted any express or implied right or authority by the other party to assume or to create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever, other than as specifically stated in this Agreement

III. MAINTENANCE AND INSPECTION OF RECORDS

Gridiron expressly recognizes that the Producer is the owner of the records and expirations of the insurance business transacted under this Agreement. The Producer agrees to keep complete records and accounts of all such transactions. For its own recordkeeping and/or auditing purposes, and if otherwise legally obligated, at the request of and upon reasonable notice by Gridiron, the Producer will permit Gridiron to inspect or audit all such records and accounts wherever they may be located. If this Agreement is terminated, and the Producer has not properly accounted for and paid all premiums owed to Gridiron, the ownership of the records and expirations will vest in Gridiron which will have the sole right to use and control them to the extent of the Producer's obligations to Gridiron, unless the Producer provides other security acceptable to Gridiron.

IV. CANCELLATION AND EXPIRATION OF INSURANCE

Nothing in this Agreement shall be construed as limiting or restricting the right of the Gridiron or its Companies to cancel any binder, policy or contract of insurance issued or bound under this Agreement in accordance with the cancellation provisions of such binder, policy or contract. No insurance contract may be returned to Gridiron by Producer for flat cancellation unless it is returned and received prior to the effective date of the contract. There shall be no flat cancellations of any kind without prior written approval of Gridiron. The Producer shall not be entitled to any credit for the flat cancellation unless agreed in writing by Gridiron. Earned premium shall be computed and charged on every contract canceled after the effective date in accordance with the cancellation provisions of such contract.

Gridiron will use its best efforts to give the Producer reasonable advanced notice of the expiration of all policies, but failure of Gridiron to provide such notice will not render Gridiron liable as the procurement of renewal terms for policies is the Producer's responsibility.

V. PREMIUMS AND ACCOUNTS

Producer is responsible for the minimum earned Premium specified on each insurance contract. The full amount of premium, fees and applicable state taxes, less commission is due to Gridiron not later than the 20th day of the first (1st) month after the effective date of such contract, audit, rating plan, endorsement or other adjustment. In consideration of commission allowed Producer on all premiums and additional premiums, Producer agrees to pay Gridiron the commission on all return premiums at the same rate such commissions were originally retained. Full payment of the premium due as additional premium resulting from an audit [audit premium(s)] on insurance bound or written hereunder, net of the Producer's additional commission [net audit premium(s)], shall be made by the Producer to Gridiron not more than twenty (20) days following the invoice date of the subject audit premium or as indicated on the invoice. In the event that an additional premium shall be due under an insurance contract as a result of a policy audit which results in an increase in premium due for an insurance contract, the Producer will make all reasonable efforts to collect amounts due. Producer will be relieved of responsibility for premium, so adjusted or determined, if Producer notifies Gridiron in writing within thirty (30) days after the invoice date, stating that Producer has made diligent efforts and is unable to collect such premiums and, provided the insurer provides written releases for Gridiron of liability for such premium. Failure to provide Gridiron with timely notice shall constitute Producer's acceptance of responsibility to pay such premiums. If commission applies to these adjustments, none will be allowed to Producer on premium collected directly by Gridiron or insurer under this provision. Producer agrees to collect premiums on all policies, endorsements and audits written by or for Producer and all monies received by Producer in payment of such items shall be segregated by Producer and shall be held by Producer in a fiduciary capacity pursuant to applicable state laws and regulations, and Producer shall in no case use such monies for any purpose other than the payment of the premiums due to Producer and the withdrawal from such account of commission due Producer. The Producer shall be liable for all earned premium (whether from minimum, deposit, annual, minimum earned, endorsement, or audit premiums) on any business administered by Gridiron under this Agreement whether such premium is collected from the insured or not (including the insured's authorized agents).

Gridiron hereby expressly authorizes Producer to deposit in banks insured by the F.D.I.C. and in

savings and loan associations insured by the F.S. & L.I.C., under certificates of deposit or savings accounts, any and all premium funds or other monies collected by Producer for and on behalf of Gridiron or its Companies. The interest, if any, which accrues on said funds shall be the property of Producer.

Failure by the Producer to remit such premiums as specified in this Agreement shall be cause for the Gridiron to immediately initiate cancellations proceedings on behalf of the Gridiron's Companies, subject to applicable state laws and regulations. Reinstatement upon subsequent payment by the Producer of the premiums due shall be at the Gridiron's sole discretion. Producer shall forfeit all rights, whether in law or equity, to any and all commissions if Gridiron is required or makes direct collection thereof from Producer's and/or the insured; provided, however, that such forfeiture shall not relieve Producer of any duties, obligations or liabilities under the law or this Agreement.

Any taxes applicable to any contract of insurance placed with an insurer, which are not recoverable, are fully earned from the inception date of the insurance, and in case a portion of the premium shall be returned by reason of cancellation either on behalf of the insured or the company or by reason of reduction of premium, no appropriate pro-rated amount shall be returnable in respect of such taxes until and unless such taxes have been, in fact, recovered by Gridiron and the amount to be returned shall in no event exceed the amount so recovered.

VI. COMMISSIONS

The GRIDIRON shall pay the Producer, as commission, a percentage rate of the premium on each policy written and paid for under this Agreement at the rate stipulated by the Gridiron. The Producer shall pay the Gridiron a return commission at the same rate on any return premiums, including return premiums on cancellations ordered or made by Gridiron, whether or not the Producer shall have collected the premium from the insured. Producer assumes full responsibility and agrees to repay to policyholders or policyholder's authorized agent that portion of return premiums representing commissions resulting from cancellation of policies either by the policyholder, policyholder's authorized agent or Gridiron, or resulting from premium adjustments, whether by audit or otherwise directed by Gridiron or Gridiron's Companies. The amount of return commission from the Producer shall be measured by multiplying the total legal return of premium by the Producer's commission percentage originally paid or payable to Producer with respect to the particular policy. Upon the failure of the Producer to make any such repayment upon request of the Gridiron, Producer, authorizes Gridiron to make the repayment and retain any such payment or payments from any other funds owed by Gridiron to Producer. In the event of a deficiency in such payments, Producer shall be liable to Gridiron for the full amount of said deficiency.

Producer agrees to properly require all sub-producer's binding insurance through Producer with Gridiron under this Agreement to be responsible for and to process all of their portion of return premiums and return commissions in accordance with the responsibility provisions of the foregoing paragraph and all applicable state statutes and regulations.

VII. CLAIMS

No Producer has authority to assign or adjust any losses on behalf of Gridiron or its companies.

All claims are to be immediately reported directly to Gridiron for assignment and handling. The Producer agrees to do everything reasonably possible to safeguard the interests of Gridiron and its Companies, and shall immediately report to Gridiron, with full details, any fact, occurrence or incident that may result in a claim, loss, coverage dispute, or increased risk of loss to Gridiron or its Companies. The Producer shall forward all claims, suits and notices of loss in a written notice to Gridiron, and cooperate fully with Gridiron's Companies and their authorized agents to facilitate the investigation, adjustment, settlement and payment of any claim when and as requested. The Producer will also fully assist Gridiron in the collection of any deductible due from the insured.

VIII. ADVERTISING

Gridiron will provide the Producer with program specific marketing brochures, and a detailed contact list. The Producer shall not create, insert, cause to have issued and/or distribute any additional advertisement material referring to the Gridiron or its Companies or any other similar publication or statement referring to Gridiron or to any of its' Companies without Gridiron's prior express written consent. Any such approved advertising shall also be subject to all applicable state laws and regulations which shall be the responsibility of Producer notwithstanding such approval of Gridiron. In the event Gridiron or its Companies shall be subjected to loss or expense arising out of any unauthorized advertisement, publication or statement of the Producer, the Producer shall be liable for all resulting damages and costs, including attorneys' fees and costs.

The furnishing of promotional materials, including, but not limited to applications, rate schedules, brochures, or any other material by Gridiron, to Producer does not create or imply an agency relationship or binding authority between Gridiron and the Producer. Producer agrees to treat any proprietary information supplied by Gridiron as confidential. Gridiron agrees to treat any proprietary information supplied by Producer as confidential. Unless otherwise required by law, neither Gridiron nor Producer nor their respective representatives will, without the other's written consent, disclose any proprietary information or other information about this Agreement, the parties' relationship and/or any program.

VIX. PRIOR AGREEMENTS

This Agreement supersedes all agreements existing between Gridiron and Producer and shall be applicable to all business placed by Producer with Gridiron or its Companies.

VX. INDEMNIFICATION

Each party ("1st Party") hereby agrees to indemnify and hold harmless the other party ("2nd Party"), its officers, directors, employees, and principals, from and against any and all liabilities, losses, damages, claims, and expenses (including attorneys' fees and costs) sustained or incurred by or imposed upon the 2nd Party in any manner resulting from or arising out of any obligations, willful or negligent acts or omissions, or transactions on the part of, created or done by, the 1st Party or any employee or agent of the 1st Party or any other person for whom the 1st Party may be responsible. Such indemnification and hold harmless shall include all

actions, suits, proceedings, claims, demands, assessments, judgments, penalties, costs and expenses (including attorneys' fees and costs) incident to the foregoing.

If the Producer fails to perform the duties required under this Agreement (including, but not limited to, the Producer's duty to collect and remit all forms of premiums), and Gridiron finds it necessary to perform such duties, the Producer shall indemnify Gridiron for all costs and expenses (including reasonable attorneys' fees) incurred as a result.

Producer agrees that it will, maintain and carry professional errors and omissions insurance in an amount and with a company, acceptable to Gridiron, Producer shall maintain an Errors and Omissions Policy covering all of its officers, partners, principals, employees and agents, providing coverage of not less than \$1,000,000 per occurrence and a deductible not to exceed \$25,000 while this Agreement is in effect. Producer will provide to Gridiron copies of any such policies, or at the option of Producer, certificates of insurance evidencing such coverage. Producer agrees to give thirty (30) days written notice to Gridiron in the event of cancellation or non-renewal of such professional errors and omissions insurance.

VXI. PRODUCER'S LICENSING AND WARRANTY

Producer warrants that Producer is properly licensed as an insurance agent/broker or as a surplus line agent/broker, as the premises may require, by the appropriate state insurance regulatory authority for all states Producer is submitting and/or binding policies of insurance with Gridiron or its Companies under the terms of this Agreement, and agrees to notify Gridiron immediately if Producer shall fail to renew such license(s) or for any reason such license(s) is revoked, suspended or cancelled. Producer shall submit a copy of the appropriate license for the states in which Producer submits business to Gridiron.

Producer agrees to perform Producer's duties and obligations under this Agreement in compliance with applicable federal statutes and regulations and the statutes and regulations of the state in which the business is written or which the business is located. Producer further agrees to be responsible for the filing of all required documents with the appropriate insurance regulatory authorities including affidavits and other documents required, and the paying of appropriate taxes to the jurisdictions involved, if applicable.

VXII. RECITALS

The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of the Agreement.

VXIII. GENERAL INTERPRETATION

The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or

rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person.

VXIV. WAIVER

The forbearance, neglect or failure by Gridiron to enforce any or all of the provisions of this Agreement or to insist upon strict compliance by the Producer shall not be construed as a waiver of any rights or privileges of Gridiron. A waiver of a past act or circumstance shall not constitute or be a course of conduct or waiver or support any claim of estoppel of or related to any subsequent action or circumstance.

VXV. CHOICE OF LAWS, VENUE AND JURISDICTION

The Parties agree that any and all disputes that may arise between them in regards to anything contained in this agreement shall be governed by the laws of the State of Florida, and further agree and consent to venue and jurisdiction being proper in the appropriate State and Federal Courts in and for Broward County, Florida.

VXVI. CANCELLATION OF AGREEMENT

This Agreement may be terminated immediately by Gridiron for cause at any time. This Agreement may be cancelled at any time by either party giving written notice to the other stating when, but not more than ten (10) days later than, the cancellation is to be effective. After the effective date of cancellation, unless Gridiron directs otherwise, the Producer shall complete the collection of premiums and account to Gridiron for all premiums, commissions and other transactions unaccounted for on the date of cancellation, or arising thereafter with respect to outstanding insurance. Producer shall continue to provide usual and customary services regarding the business which is the subject of this Agreement. There shall be no abandonment to Gridiron of any duty, obligation or responsibility of Producer, and 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

VXII. NON-ASSIGNABILITY

This agreement is non-assignable and non-delegable and neither party may assign or delegate any of its rights, interests or obligations under this agreement without the express written consent of the other party.

In witness whereof the parties have accepted and effected this Agreement this ____ day of _____, 20__.

PRODUCER: _____ Phone: _____

Name: (Print) _____ E-mail address: _____

Title: _____

FEIN: _____

Witness: _____

Name: (Print) _____

GRIDIRON INSURANCE UNDERWRITERS

By: _____ Witness _____

Name: (Print) _____

Title: _____



Gridiron Insurance Underwriters, Inc.
300 S Pine Island Rd. Suite 109
Plantation, Florida 33324
(954)331-3000 Fax (954)316-3132
Toll Free (888)-365-7701

Agency Name:
Physical Address:
Mailing Address:
Telephone:
Fax:
Email statements to:

CONTACTS		
Name	Title	Email Address

Please email all completed documents to ddemott@gridironins.com
Thank you for your cooperation.
We look forward to doing business with you!

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	
City, state, and ZIP code	
List account number(s) here (optional)	

**ENTER ONLY ONE TIN AS
 FILED WITH THE IRS FOR
 THE AGENCY.**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

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 Service (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 a U.S. citizen or other U.S. person (defined below).

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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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