



**Insure One Agency LLC AND ROSE INSURANCE AGENCY LLC  
Producer Agreement**

This Agreement is entered into by and between **Rose Insurance Agency LLC DBA Insure One Agency LLC**, a duly organized Texas Limited Liability Company, and/or any other entity that is affiliated therewith (hereinafter collectively referred to as "Agency") and, \_\_\_\_\_, an individual residing at \_\_\_\_\_, (hereinafter referred to as "Producer").

This Agreement may include the following Supplements / Consents / Exhibits:

- 1. Commission Schedule
- 2. Consent of Spouse

**1. DEFINITIONS.**

1.1. The parties hereby agree that the following definitions shall apply to certain terms used in this Agreement:

- (a) **Accounts:** The persons or entities that obtain insurance coverage, financial services business, risk management services or other products or services through Producer during the term of this Agreement; and shall include all entities that are affiliated with, controlled by or that control such entities. Accounts shall also include renewals or continuations of the Policies placed by Producer during the term of this Agreement. In addition, Accounts shall also include all other persons or entities that obtain insurance or other products or services from Agency.
- (b) **Confidential Information / Trade Secrets:** Any information or records (in whatever form) that is used in the operation of Agency that affords Agency a competitive advantage over others. This shall include commonly available information which has been compiled and accumulated by Agency at considerable effort and expense, such as customer and prospect lists and records, expiration data, customer preferences, customer methods of operation, customer risk tolerance and attitude regarding deductibles, the identity of decision makers within the customer's business organization, details of the organizational structure, and the identity of individuals that influence customers' decisions regarding insurance purchases, as well as other information relative to the Accounts. Confidential Information / Trade Secrets shall also include financial and administrative information and/or records relating to the operation of Agency's business; as well as communications between and among Agency's employees or associates and customers, prospects or independent contractors.
- (c) **Expiration Rights:** All records, documents and other information developed in connection with the Accounts which assists Agency in servicing and maintaining their business; coupled with the exclusive right between the parties to make use of such information or records, and/or the exclusive right to solicit, or attempt to obtain, or accept insurance, financial services business or risk management services of any nature from the Accounts, or in any manner to aid or assist anyone else in soliciting or accepting insurance, financial services business or risk management services from the Accounts.

- (d) Goodwill: The going concern advantage that Agency enjoys as a consequence of handling and servicing of insurance, financial services business or risk management services, as well as the customer loyalty and trust Agency gains from its continued business relationships, creating the likelihood that customers will continue to do business with Agency. Goodwill likewise includes the knowledge accumulated by Agency at significant expense and time, regarding the preferences and needs of the customer and prospect(s), the decision-makers, and the processes followed by the customers and prospects in making business decisions.
- (e) Policy (ies): The written contracts of insurance that exist on behalf of the Accounts, as well as any renewals thereof. Policy (ies) shall also include new and / or different insurance coverage's; financial services business or risk management services provided for the Accounts by Agency.
- (f) Restricted Accounts: The persons or entities that have obtained insurance coverage, financial services business and/or risk management services from Agency (and / or which have been solicited by Agency or its associates at any time during the twelve (12) months prior to termination of this Agreement) which Producer was introduced to, met with and / or had contact or dealings with, received any commissions or fees or other compensation, or had access to Confidential Information / Trade Secrets regarding, or was involved in quoting and / or servicing, or had other personal involvement, regardless of whether Producer made the initial contact with such persons or entities.

**2. DUTIES / RESPONSIBILITIES.**

- 2.1. It is the intent of the parties that Producer shall serve as an Account Executive and Producer for Agency. Producer agrees to devote his/her full working time and attention to learning the insurance agency business, developing insurance, financial services business and/or risk management customers, and properly handling and servicing the business placed by Producer on behalf of Agency. During the term of this Agreement, Producer shall not directly or indirectly solicit or place insurance, financial services business or risk management services through any other person or entity.
- 2.2. The parties hereby mutually agree that Producer shall be an employee of Agency. Agency shall be responsible for deducting FICA and other payroll taxes required to be handled by an employer. Producer shall be allowed to participate in the group health plan and other benefits offered by Agency.
- 2.3. Producer shall have no authority to enter into any contracts binding upon Agency, or to create any obligations on behalf of Agency, without prior written authorization from Agency. It is further agreed that Producer will not advertise without the express written consent and approval of Agency.
- 2.4. Producer agrees that, during the term of this Agreement, he/she will not directly or indirectly invest in or engage in any business which is competitive with that of Agency, or accept employment with or render services to a competitor of Agency in any capacity, or take any action inconsistent with the confidential and fiduciary relationship of Producer with Agency.







**9. OWNERSHIP.**

- 9.1. The parties hereby acknowledge and agree that Agency shall hold a one hundred percent (100%) ownership interest in the Expiration Rights and Goodwill associated with the Accounts and Policies solicited and developed by Producer (whether property and casualty, or surety or life, health and accident, or any other type of business). Any renewals of Policies, or any new Policies or additional coverages that may be added to these Accounts, shall also be owned one hundred percent (100%) by Agency.
- 9.2. Producer further stipulates and acknowledges that he/she shall have no ownership or right of use or possession of any records of Agency (or of the other individuals or agencies associated with Agency), in connection with said Accounts.

**10. CONFIDENTIALITY OF INFORMATION.**

- 10.1. Producer hereby agrees that all information concerning the Accounts and the operations of Agency (including, but not limited to, expiration data and other records and information with respect thereto, as well as any lists or records of leads or prospects) is Confidential Information / Trade Secrets which constitutes a proprietary asset of Agency; and will be treated as such by Producer. Producer will not during the course of this Agreement or thereafter, directly or indirectly make use of any such proprietary assets, Trade Secrets, or any other Confidential Information of Agency or the other individuals or agencies that may be or may have been associated with Agency, for their own benefit, nor divulge any such information to anyone, nor allow anyone to use such information.
- 10.2. Producer acknowledges that Agency's business is highly competitive, that this Confidential Information constitutes a valuable, special and unique asset used by Agency in its business, and that protection of such Confidential Information against unauthorized disclosure and use is of critical importance to Agency.
- 10.3. Producer hereby agrees that all software, documentation, modifications to systems or other documentation and inventions, as well as all papers, records and other materials prepared or produced by Producer under this Agreement (collectively the "Developments") shall be the sole and exclusive property of Agency, or Agency's client. Producer agrees that the Developments shall be works made for hire and that Agency shall retain all copyright, patent, trade secret, trademark and any other intellectual property rights ("Intellectual Property Rights") in Developments. Producer hereby assigns to Agency all right, title and interest and all Intellectual Property Rights in the Developments and all extensions and renewals thereof. Producer agrees to execute a written assignment of such rights in the Developments to Agency and any other documents necessary for Agency to establish, preserve or enforce its Intellectual Property Rights in the Developments, if so requested by Agency. Producer hereby agrees not to assert at any time, and otherwise waives any rights that Producer may have in the Developments, and Producer hereby assigns to Agency all moral rights therein. Producer shall provide complete copies of all Developments to Agency unless otherwise directed by Agency in writing.

10.4. In addition, Producer will also have access to Agency's data processing / agency management system, with authority to access Confidential Information / Trade Secrets while working at Agency's premises and from other remote locations. In consideration of Agency providing Producer access to such Confidential Information / Trade Secrets and data processing system, Producer agrees that he/she will maintain such Confidential Information / Trade Secrets in strict confidence, and will not disclose it to anyone without Agency's prior written consent. Producer will not use, or permit others to use, the Confidential Information / Trade Secrets for any purpose other than the furtherance of Agency's business interest.

**11. PROTECTIVE AND RESTRICTIVE COVENANTS.**

11.1. In consideration of Agency's providing Producer access to certain Confidential Information, proprietary assets, and other valuable information, as well as providing ongoing training in connection with products and services offered by Agency, as well as special training regarding the specific methods and procedures of Agency, Producer agrees that during the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, however caused, Producer will not directly or indirectly, on his/her own behalf or as an employee, producer, associate, or co-owner with anyone else, (i) divert business from or interfere with the Goodwill of Agency or any of the other individuals or agencies associated with Agency; (ii) solicit, attempt to obtain or accept insurance, financial services business or risk management services of any nature from any of the Restricted Accounts of Agency or the Accounts of any of the other individuals or agencies associated with Agency; or (iii) aid or assist anyone else in soliciting, attempting to obtain or accepting insurance, financial services business or risk management services of any nature from any such Accounts.

11.2. The promises and covenants provided in this Agreement shall apply within the counties in which Agency maintains an office, and shall apply outside those counties only to the extent that the protected customers or Accounts have operations, locations, or affiliates outside those counties. The parties hereby agree that, in the event the provisions of this Agreement should be deemed to exceed the time, scope or geographic limitations permitted by applicable laws, then such provisions shall be reformed to the maximum time, scope or geographic limitation permitted by such applicable laws.

11.3. In order for Producer to secure the exclusive right (among Agency's other producers) to solicit or sell to a specific prospect, Producer is responsible for recording the prospect's name(s) in Agency's prospect data base. However, Agency shall have the right to develop and establish practices and/or guidelines regarding what a producer must do to maintain the exclusive right to solicit or sell to a prospect.

**12. AGENCY EMPLOYEES.**

12.1. Producer agrees that during the term of this Agreement, and for a period of twelve (12) months following the termination of this Agreement, Producer shall not directly or indirectly solicit for employment, hire or cause any employee, independent contractor, or insurance solicitor to leave the employment of Agency because of Producer's offer, recommendation or referral to another agency or employer.





- (e) Engagement by Producer in an activity that constitutes a conflict of interest with Agency.

**15. RECORDS.**

15.1. Upon termination of this Agreement for any reason, Producer shall surrender to Agency all Confidential Information (including, but not limited to, business plans, practices and operations of Agency, as well as all lists, charts, schedules, reports, photos, diagrams, financial statements, books, records and all copies thereof) of Agency, and any and all other property belonging to Agency whatsoever, which are in the possession of Producer or under his/her control. Confidential Information may be in any tangible form, including without limitation written or printed text or documents, audio, visual or digital compilations, computer disks and tapes, whether machine readable or user readable.

**16. MISCELLANEOUS.**

16.1. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto; and represents the entire Agreement between the parties, and may only be amended in writing, signed by all parties. The accompanying Commission Schedule to this Agreement, however, may be amended by Agency without requiring Producer's consent, following the expiration of the initial twelve (12) month period of this Agreement, provided that Producer is given sixty (60) days advance written notice specifying the change(s) to be made.

16.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. All obligations of the parties created hereunder are performable in \_\_\_\_\_ County, Texas; and venue of any action or suit in connection with this Agreement shall be in \_\_\_\_\_ County, Texas.

16.3. No waiver by either party to this Agreement of any breach by the other party of any obligation under this Agreement shall constitute a waiver of a subsequent breach of any obligation, nor shall any forbearance by either party in the enforcement of any right hereunder be considered a waiver of such right.

16.4. Producer agrees to abide by all rules and regulations of Agency with respect to, without limitation, solicitation, underwriting, and extension of credit, use of Agency materials and equipment, attendance at meetings, and other operational or management directives.

16.5. The section headings in this Agreement are for the convenience of the parties, and in no way alter, modify, or amend, limit or restrict the contractual obligations of the parties.

16.6. The terms of this Agreement shall inure to the benefit of and be binding upon the legal representatives, heirs, successors and assigns of the parties hereto, except to the extent it provides for performance of personal service. Producer acknowledges that Agency may assign its rights and obligations under this Agreement without having to obtain Producer's prior approval.

16.7. In the event that any of the provisions, or portions thereof, of this Agreement are held to be illegal, invalid or unenforceable by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

**Rose Insurance Agency LLC DBA Insure One Agency LLC,  
And/or associated entities ("Agency")**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ (**"Producer/Employee"**) **Date** \_\_\_\_\_

\_\_\_\_\_ **Print Name**

\_\_\_\_\_  
Initials      Date

\_\_\_\_\_  
Initials      Date

## COMMISSION SCHEDULE

This Commission Schedule forms a part of the Producer Agreement entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **Rose Insurance Agency LLLC DBA Insure One Agency LLC**, a duly organized Texas Limited Liability Company and/or any other entity that is affiliated therewith (hereinafter collectively referred to as "Agency") and \_\_\_\_\_, an individual residing at \_\_\_\_\_, (hereinafter referred to as "Producer").

Producer shall be credited the specified percentage of commissions or fees received by Agency for business Producer personally develops and retains, based on the following scale:

### LINE OF BUSINESS

### PERCENTAGE

New            Renewal

Commercial Property & Casualty  
Commercial Bonds  
Personal Lines Property & Casualty  
Group / Health / Disability  
Life Insurance  
Surplus Lines Property & Casualty

Producer shall not be entitled to receive any portion of commissions received by Agency for any Account that generates less than \$\_\_\_\_\_ of annual commissions and fees.

Agency hereby agrees to allow Producer to receive a share of the net fees that are retained by Agency in connection with Accounts or Policies developed and placed with Agency by Producer. Producer shall be entitled to receive the same percentage of the net agency service fees retained by Agency, as if the fees were commissions (i.e. Commercial or Personal Lines; New or Renewal; etc.). In the event a written acknowledgement is required in order to charge any such fee, Producer shall be responsible for obtaining the customer's signature.

\_\_\_\_\_  
Initials            Date

\_\_\_\_\_  
Initials            Date

**CONSENT OF SPOUSE**

The undersigned, being the spouse of \_\_\_\_\_, does hereby acknowledge that he / she has read the foregoing Producer Agreement executed in connection with the engagement of \_\_\_\_\_ with **Rose Insurance Agency LLC DBA Insure One Agency LLC**, a duly organized Limited Liability Company, or any entity that is affiliated therewith, and that he / she has had the opportunity to retain independent counsel in reviewing its terms. The undersigned does, for himself or herself, his or her heirs, representatives, and assigns, hereby agree to all terms, conditions and provisions of said Agreement, and to be bound thereby, and agrees to join in the execution and delivery of any document required or convenient in carrying out the intentions and purpose of said Agreement.

Spouse:

Dated:

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date