



## Producer Qualification Agreement

Please complete for the main office location and list additional locations/branches on the Agency/Broker Questionnaire

Agency Name

Producer Number  
(assigned by E&L):

DBA

Agency Mailing Address

City

State

Zip

Agency Location Address (if different than mailing)

City

State

Zip

Telephone Number:

Fax Number:

Website:

Fed Tax ID #

Throughout this agreement the words “*Erickson-Larsen, Inc.*” refer to the offices of Erickson-Larsen, Inc. which include Erickson-Larsen, Inc., Bjornson/Sentinel-E&L, Erickson-Larsen, Inc. – WI, ExceL Premium Finance and ELCO Managers.

The word “*Producer*” refers to the Agency as listed above and includes all principals, employees and/or representatives of such agency.

This Agreement is binding upon the parties and their respective heirs, successors and assigns. It is further understood that this Agreement replaces any prior agreement between the parties, and may not be changed or modified unless in writing and signed by the parties.

### 1. Producer’s Duties

- a. It is hereby understood that Producer is an independent contractor and not an agent or employee of Erickson-Larsen, Inc.
- b. Producer does not have binding authority and is not authorized to bind Erickson-Larsen, Inc. or any insurance company or underwriter represented by Erickson-Larsen, Inc.
- c. Producer understands its responsibility to request proper coverages for its clients, review all quotes, binders, and policies for accuracy, and inform all clients of the terms, conditions, limitations, and exclusions of any insurance placed through Erickson-Larsen, Inc.

### 2. Maintenance of Proper Licenses and Insurance Agents

The above Producer warrants to Erickson-Larsen, Inc. that they are properly licensed to operate as an Insurance Agency, Agency and/or Broker in accordance with the applicable state insurance laws. Furthermore, Producer will act in compliance with the laws and regulations regarding placement of insurance with admitted and/or non-admitted insurance companies in each state.

### **3. Errors & Omissions Coverage**

Producer will maintain during the life of this agreement valid Insurance Brokers/Agents Errors & Omissions insurance coverage with minimum limits of \$1,000,000 for itself and its agents, employees, and representatives and provide proof of such coverage is in force to Erickson-Larsen, Inc.

### **4. Guarantee of Premium and Return Commissions**

In consideration of Erickson-Larsen, Inc. placing Producer's insurance risk for good and valuable consideration, Producer agrees to guarantee payment to Erickson-Larsen, Inc. for all premiums and return commissions on policies of insurance placed through Erickson-Larsen, Inc. The Producer is required to make good on such guarantee upon demand by Erickson-Larsen, Inc. for any amounts outstanding.

The Producer further agrees that such payments are due Erickson-Larsen, Inc. on the 15<sup>th</sup> day of the month following the month the policy or endorsement is effective. On certain types of business placed, the premiums are due on the policy or endorsements effective date. For these exception types of business, Erickson-Larsen, Inc. will notify the Producer that the premium is due on the effective date at the time of quoting or binding coverage. **ALL PREMIUMS ARE DUE ON BUSINESS ORDERED BY PRODUCER WHETHER OR NOT THE PRODUCER HAS COLLECTED PREMIUM FROM THE CLIENT.**

Producer shall not be liable for premiums due on audits, provided Producer returns those uncollectible audits to Erickson-Larsen, Inc. within thirty (30) days after receipt. Producer agrees no commissions will be paid for the return of uncollectible audits.

It is further understood and agreed that the Producer is liable for and shall remit any return commissions at the same rate originally credited to them. This applies to all return premium transactions or cancellations.

Erickson-Larsen, Inc. reserves the right without limitation to other remedies, to cancel policies for failure to pay any sums due.

### **5. Fiduciary Responsibilities of the Producer**

The Producer understands and agrees that the Producer on behalf of Erickson-Larsen, Inc. shall hold all monies collected in compliance with state insurance laws, while acting in the capacity of a Producer for Erickson-Larsen, Inc. The Producer further agrees to remit to Erickson-Larsen, Inc. the net premium due on each invoice on or before due date specified by Erickson-Larsen, Inc.

### **6. Cancellation of this Agreement**

Either party to this agreement can cancel this agreement at any time upon written notice to the other party. Some reasons that Erickson-Larsen, Inc. may cancel this agreement would be for non-payment of premiums due; the Producer not maintaining the minimum volume requirement of \$25,000 or six (6) active policies; termination or suspension of Producer's license(s) as required by state insurance laws; fraud or failure of the Producer to maintain appropriate Errors & Omissions coverage as required by Erickson-Larsen, Inc.

### **7. Other Provisions**

Erickson-Larsen, Inc. assumes no responsibility toward any policyholder with regards to the adequacy, amount or form of coverage obtained through Erickson-Larsen, Inc. The Producer agrees to hold Erickson-Larsen, Inc. harmless from any demand or claim advanced against Erickson-Larsen, Inc. based upon or arising out of any act, error or omission of the Producer, unless such act, error or omission was caused by or contributed to by Erickson-Larsen, Inc.

**Producer**

**By Signing this agreement, I have agreed and accepted the terms and conditions set forth.**

_____	_____
Print Name	Signature of Owner, Partner or Authorized Representative of the Producer
_____	_____
Title	Date

**Erickson-Larsen, Inc.**

_____	_____
Print Name	Authorized Representative of the Erickson-Larsen, Inc.
_____	_____
Title	Date

Return completed forms via mail, fax or [email](#) to:

**Erickson-Larsen, Inc.**

Attn: Victoria Davis  
6425 Sycamore Court North  
Maple Grove, MN 55369-6028  
Direct: 763-257-1375  
Fax: 763-535-4051

Email: [vdavis@ericksonlarseninc.com](mailto:vdavis@ericksonlarseninc.com)

**Erickson-Larsen, Inc.**

6425 Sycamore Ct N  
Maple Grove, MN 55369  
Phone: 763-535-0055  
Fax: 763-535-4051

**Bjornson/Sentinel – E&L**

P.O. Box 2827  
Fargo, ND 58108-2827  
Phone: 701-232-2444  
Fax: 701-232-2529

**Erickson-Larsen, Inc. – WI**

P.O. Box 8156  
Madison, WI 53708-8156  
Phone: 608-249-6050  
Fax: 608-249-5874

[www.ericksonlarseninc.com](http://www.ericksonlarseninc.com)