



INDEPENDENT PRODUCER AGREEMENT  
and AGENT PROFILE

# LC&I FUND

## WORKERS' COMPENSATION

1130 W. Causeway Approach

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**IMPORTANT: The information requested on this page is for internal purposes only and for the sole use of Louisiana Construction & Industry Self Insurers Fund. The information will be used for the development of marketing plans and agency appointments. All data provided below will remain confidential.**

## Louisiana Construction & Industry Self Insurers Fund

### AGENCY PROFILE

[AGENCY NAME] \_\_\_\_\_

[MAINLING ADDRESS] \_\_\_\_\_

\_\_\_\_\_

[PHYSICAL ADDRESS] \_\_\_\_\_

\_\_\_\_\_

[PHONE] \_\_\_\_\_ [FAX] \_\_\_\_\_

[AGENCY PRINCIPAL] \_\_\_\_\_ [TITLE] \_\_\_\_\_

[CONTACT PERSON IF OTHER THAN PRINCIPAL] \_\_\_\_\_

[AGENCY LICENSE NUMBER] \_\_\_\_\_

[E & O CARRIER] \_\_\_\_\_ [POLICY NUMBER] \_\_\_\_\_

Does the agency maintain branch offices? Yes \_\_\_\_\_ No \_\_\_\_\_

*(if "yes", please attach mailing address and contact names. All commissions, statements and business communications will be sent to the address given at the top of this page, unless otherwise requested).*

Number of Property and Casualty producers? \_\_\_\_\_

*Please list names of those whom you would like to receive newsletters and other informational mailings / faxes.*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please indicate mailing address for each producer you wish to be placed on the Louisiana Construction & Industry Self Insurers Fund mailing list, if branch offices are included, or if mailing address is different than the primary address listed above.

[NAME] \_\_\_\_\_ [EMAIL] \_\_\_\_\_

\_\_\_\_\_

[AGENCY TERRITORY] (Please be as specific as possible)

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[AGENCY VOLUME] (Commercial/Personal Lines) \$\_\_\_\_\_ / \$\_\_\_\_\_

Annual Workers' Compensation Volume \$\_\_\_\_\_

Does your agency engage in niche marketing?

*If so, please explain:*

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How many standard Workers Compensation markets do you represent? \_\_\_\_\_

How many self-insurance funds do you represent? \_\_\_\_\_

What kind of industries can we assist your agency in developing?

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Is there any workers' compensation business available for "Book-Rollover? \_\_\_\_\_ Yes \_\_\_\_\_ No?

*If yes, Please explain:*

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***Please attach a copy of the agency's license and a copy of the agency's E&O declaration page.***

## INDEPENDENT PRODUCER AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
and Between Louisiana Construction & Industry Self Insurers Fund (Hereafter designated as the "FUND").

And

\_\_\_\_\_  
(Hereinafter designated as "Agent")

### Located at;

[STREET ADDRESS] \_\_\_\_\_

[CITY] \_\_\_\_\_ [STATE] \_\_\_\_\_ [ZIP] \_\_\_\_\_

### Mailing Address (If Different)

[STREET ADDRESS] \_\_\_\_\_

[CITY] \_\_\_\_\_ [STATE] \_\_\_\_\_ [ZIP] \_\_\_\_\_

### PRIVATE

Whereas, Agent desires to obtain from time to time for its clients Workers' Compensation Coverage through the Louisiana Construction and Industry Self Insurers "FUND" (hereinafter designated as the "FUND").

*Now, therefore, the parties agree as follows:*

## Section I

### Appointment of Agent

The "FUND" hereby appoints the Agent while properly licensed to act in accordance with the provisions within this Agreement, for the following purposes: to solicit, receive and accept applications or proposals for coverage; to deliver Certificates of the "FUND" Membership, policies of insurance and endorsements thereto; to request cancellation of coverage; to collect and receive premiums due for the insurance and coverage subject hereto; and to remit premiums and deposits to the "FUND" within the time limits as specified within this Agreement. The Agent shall not delegate any of its authorities under this Agreement to any other producer, sub-producer or third party.

The Agent is an independent contractor for all purposes and not an employee of the "FUND". The Agent, as an independent contractor, shall exercise its own judgment as to time, place, and manner of soliciting insurance, servicing policyholders and otherwise carrying out the provisions of this Agreement. The Agent shall pay all expenses in connection with its insurance agency and shall not incur any indebtedness on behalf of the "FUND" in connection with expenses resulting from Agent's operations.

In conducting business contemplated by this Agreement, the Agent shall, at all times, comply strictly with such rules, regulations, instructions, and procedures as the "FUND" may promulgate from time to time, and with applicable law.

In entering into this Agreement, the Agent warrants and represents that:

It is a corporation, partnership, LLC or sole proprietor duly organized under the laws of its state of domicile.

It is in good standing in its state of domicile, and, as an ongoing obligation throughout the term of this Agreement, it shall take all necessary steps to remain in good standing; and

3. That it or an officer or director has the requisite licenses in its state of domicile to accept this appointment.

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## Section II

### Limitations of Authority

The Agent shall have no authority to accept or bind risks on behalf of the "FUND". It is hereby understood and agreed that coverage can be made effective only by written acceptance by the "FUND" in the form of a "Certificate of Membership". It is further understood and agreed that the Agent will in no way convey, indicate, or imply to potential "FUND" Members that coverage has been made effective prior to physical receipt of a Certificate of Membership from the "FUND". Furthermore, Agent agrees to indemnify the "FUND" for any and all costs associated with conveying, indicating or implying coverage as being bound on a potential "FUND" Member prior to or without physical receipt of the Certificate of Membership.

The Agent shall have no authority to act on behalf of the "FUND" for any purpose outside the business subject to this Agreement. The Agent shall not waive any legal rights of the "FUND", or grant or assign any legal permit to any other person in the name of the "FUND", or collect any amounts in the name of the "FUND" other than premiums, fees and dues for coverage issued by the "FUND".

The Agent may not enter into any agreements or appoint agents and/or sub-agents on behalf of the "FUND".

#### *The Agent shall not:*

Alter, discharge or waive any of the terms or conditions of any Certificate of Membership, insurance policy, contract or receipt of the "FUND".  
Extend time of payment of any premium or accept payments other than cash or its equivalent on behalf of the "FUND" and the Fund Administrator.  
Take legal proceedings in connection with any matter pertaining to the business of the "FUND" or in the name of the "FUND", unless specifically authorized by the "FUND" in writing to do so.

The Agent agrees that no forms, binders, pamphlets, booklets, advertising materials, or any other printed matter utilizing the name or logo of the "FUND" and/or concerning business written under this Agreement shall be used, issued, or circulated by it without the prior written authorization of the "FUND".

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## Section III

### Cancellation of Coverage

Any Certificate of Membership or Insurance Certificate issued under the terms of this Agreement shall be subject to cancellation by the "FUND" in accordance with the By-Laws of the "FUND" and with the laws and regulations of the jurisdiction in which the policy is issued.

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## Section IV

### Commissions

The Agent shall be entitled to a commission of the annual premium (as finally determined by audit) of each policy produced. Such commission shall serve as full compensation for all services rendered under this Agreement.

## Section V

### Premium Collection and Remittance

#### *Premium Collection*

The Agent shall collect premiums as due from its insured clients or allow direct billing of its clients from the "FUND". All monies coming into the Agent's possession as premiums are to be considered the "FUND's" property and are to be held by the Agent in a fiduciary capacity. If any such monies are not remitted to the "FUND", the "FUND" shall have a first lien on all commissions due to the Agent to the extent of such monies due, either before or after the cancellation of this Agreement.

#### *Premium Remittance*

Deposit premiums shall be remitted, gross of commission, to the "FUND" prior to the binding of any coverage under this Agreement.

If the Agent collects installment premiums they shall be remitted, gross of commission, to the "FUND" within ten (10) days of the end of each month for all items listed on the monthly statement of accounts as furnished to the Agent by the "FUND".

Audit and endorsement premiums shall be remitted, gross of commissions, in the same manner as installment premiums.

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## Section VI

### Indemnification

The Agent shall indemnify and hold the "FUND" harmless for all losses and costs, including legal costs, resulting from unauthorized transactions, illegal, unlawful or criminal acts, or errors or omissions on the part of the Agent or persons under the Agent's control. The Agent shall also be liable for advice and information provided by it or its employees to any member or potential member of the "FUND", alleged to arise from or incident to the provision of such information and advice by the Agent or its employees.

The "FUND" shall indemnify and hold the Agent harmless for all losses and costs, including legal costs, resulting from unauthorized transactions, illegal, unlawful or criminal acts or errors or omissions on the part of the "FUND" or persons under "FUND's" control.

C. In no event does the "FUND" agree to indemnify and hold the Agent harmless for actions of its insured's (clients), sub-producers or other third parties.

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## Section VII

### Termination

This Agreement shall continue from its effective date until the end of the current calendar year and shall be automatically renewed thereafter from year to year unless sooner canceled.

The "FUND" may terminate this Agreement in writing without prior notice if one or more of the following conditions exist:

The Agent's license or certificate of authority has been canceled, suspended or declined for renewal by any government authority;  
On the effective date of the sale, transfer or merger of the Agent business to a successor, unless this Agreement has been assigned to the successor firm with the consent of the "FUND";

The Agent becomes the subject of an involuntary or voluntary petition in bankruptcy; or  
The Agent fails to remit premiums on an accurate and timely basis in compliance with Section V of the Agreement;  
Failure of the Agent to remedy any other breach of this Agreement and provide evidence thereof within ten (10) days after receipt of written notice from the "FUND". Except as provided above, either the "FUND" or the Agent may also terminate this Agreement by giving ten (10) days prior written notice to the other party.

## Section VIII

### Assignment of Agreement

The "FUND" relies upon Agent's particular abilities in carrying out the Agent's obligations under this Agreement, therefore, no assignment of Agent's rights, responsibilities, or any sums due the Agent under this Agreement shall be made without prior written consent signed by the Administrator or Trustees of the "FUND" which will not be unreasonably withheld.

## Section IX

### Operation of Law

This Agreement may be supplemented, amended or revised only in writing by the mutual agreement of the "FUND" and the Agent.

This Agreement supersedes all previous agreements and/or agreements, whether oral or written, between the "FUND" and the Agent as to business covered by this Agreement.

If any provisions of this Agreement shall contravene or be invalid under the laws of any state, it is agreed that such provision shall not invalidate the whole Agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid.

This Agreement shall be governed by the laws of the State of Louisiana with respect to business written under this Agreement, and by the laws of the State of Louisiana with respect to Agent's obligations to the "FUND".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized Agents this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## LOUISIANA CONSTRUCTION & INDUSTRY SELF INSURERS FUND

[SIGNATURE OF AUTHORIZED AGENT] \_\_\_\_\_ [TITLE] \_\_\_\_\_

[PRINTED NAME OF AUTHORIZED AGENT] \_\_\_\_\_

[PHONE] \_\_\_\_\_ [FAX] \_\_\_\_\_

[EMAIL] \_\_\_\_\_

## INTEROFFICE USE ONLY

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Agency I.D. Number Assigned: LCI-\_\_\_\_\_ Annual Commission Rate \_\_\_\_\_ %

By:

[PRINTED NAME OF THE "FUND" REPRESENTATIVE] \_\_\_\_\_

[SIGNATURE OF THE "FUND" REPRESENTATIVE] \_\_\_\_\_