**AGENCY AGREEMENT**

**Producer Code Number:**

**Effective Date:**

**Aura Risk Management & Insurance Services, L.L.C.** (hereinafter called **AURA**) agrees with:

**Producer’s Name:**

**Address:**

**City, State and Zip:**

**Telephone/Fax:   
email:**

(hereinafter called the **PRODUCER**), as follows:

Whereas **AURA** is organized for the purpose of servicing and brokering risks of insurance on behalf of various

insurance companies (hereinafter “**AURA**” Companies”); and

Whereas the **PRODUCER** is a licensed insurance agent/broker or surplus line broker in one or more states (subject to restrictions imposed by law upon the **PRODUCER** in such state or states), 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 servicing and brokering facilities, knowledge and services of **AURA**.

Now, therefore, in consideration of the mutual covenants and agreements herein expressed, the parties hereto agree as follows:

**I. STATUS AND AUTHORITY OF PRODUCER**

A. **AURA** 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 or principal and agent between **AURA** and **PRODUCER**.

B. **PRODUCER** agrees that without prior written consent of **AURA**, **PRODUCER** has no authority:

i) to bind or to cause to have bound any coverage on any risk or insured on behalf of **AURA** or **AURA** Companies or to issue or cause to be issued any binder, policy, endorsement, certificate or other evidence of coverage on behalf of **AURA** or **AURA** Companies; or

ii) to waive or extend any conditions of a policy or application or to make, vary or discharge any policy or contract; or

iii) to make representations on behalf of **AURA** or **AURA** 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 **AURA** or **AURA** Companies; or vi) to act in any way as an agent of **AURA** or **AURA** Companies.

C. All supplies and advertising materials furnished by **AURA** shall remain the property of **AURA**

and shall be returned upon demand.

D. **PRODUCER** and **AURA** agree that all quote and binding authority remains with **AURA** or **AURA** Companies, as the case may be. **PRODUCER**, subject to written authorization from **AURA**, may quote accounts, provided always that they conform to the terms of the written quote from the **AURA**, this Agreement, and **AURA** underwriting guidelines, rules, restrictions, and ratesthat may from time to time be specified. To bind an account, **PRODUCER** must first request in writing from **AURA** authority to proceed with such binding. **PRODUCER** can then only proceed with binding the subject account upon receipt from **AURA** of written confirmation/authorization that **AURA** 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 AURA, this Agreement and **AURA** underwriting guidelines, rules, restrictions, and rates that may from time to time be specified. For purposes of this Agreement, a fax shall be considered as “*written*” or “*in writing*.” Completed applications and rating worksheets on all accounts subject to this Agreement must be in **AURA** 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 **AURA** or **AURA** Companies. **AURA** Companies reserve the right to amend or change such forms at any time.

E. This Agreement does not constitute the **PRODUCER** as the agent or the legal representative of **AURA** or **AURA** Companies, or **AURA** or **AURA** Companies as the 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.

**II. MAINTENANCE AND INSPECTION OF RECORDS**

**AURA** 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. At the request of and upon reasonable notice by **AURA**, the **PRODUCER** will permit **AURA** 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 **AURA**, the ownership of the records and expirations will vest in **AURA** which will have the sole right to use and control them to the extent of the **PRODUCER’S** obligations to **AURA**, unless the **PRODUCER** provides other security acceptable to **AURA.**

**III. COMMISSIONS**

**AURA** 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 **AURA**. The **PRODUCER** shall pay **AURA** a return commission at the same rate on any return premiums, including return premiums on cancellations ordered or made by **AURA**, whether or not the premiums have been collected from the insured. **PRODUCER** assumes full responsibility and agrees to repay to policyholder 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 **AURA**, or resulting from premium adjustments, whether by audit or otherwise directed by **AURA** or AURA 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 **AURA**, **PRODUCER** authorizes **AURA** to make the repayment and retain any such payment or payments from any other funds owed by **AURA** to **PRODUCER**. In the event of a deficiency in such payments, **PRODUCER** shall be liable to **AURA** for the full amount of said deficiency.

**PRODUCER** agrees to properly require all sub producers binding insurance through **PRODUCER** with **AURA** 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.

**IV. CANCELLATION OF INSURANCE**

Nothing in this Agreement shall be construed as limiting or restricting the right of **AURA** or **AURA**

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. There shall be no flat cancellations of any kind without prior written approval of **AURA**. The **PRODUCER** shall not be entitled to any credit for flat cancellation unless agreed in writing by **AURA**.

**V. PREMIUMS AND ACCOUNTS**

AURA will not issue a policy until electronic payment of the full or, where authorized, policy deposit premium payment is initiated, and confirmation is provided by **PRODUCER** in accordance with **AURA’s** written payment guidelines. Full payment or, where installment payments are authorized, the initial down payment, of the premium due on insurance bound or written hereunder shall be made by the **PRODUCER** to **AURA** not more than fifteen (15) days following the invoice date of the subject policy premium in order to bind coverage. **AURA** shall be responsible for billing and collection of any and all premiums from installment payments, endorsements, and audits.

**PRODUCER** agrees to collect policy deposit premium payments on all policies written by or for **PRODUCER,** and all monies received by **PRODUCER** in payment of initial policy deposit premiums 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 **AURA**. In the event that **PRODUCER receives** any premium payments other than policy deposit premiums, **PRODUCER** shall refund such payment to the insured and instruct the insured to pay **AURA** directly as invoiced.

**AURA** 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 **AURA** or **AURA** 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 **AURA** to immediately initiate cancellation proceedings on behalf of the **AURA** Companies, subject to applicable state laws and regulations. Reinstatement upon subsequent payment by the **PRODUCER** of the premiums due shall be at **AURA** sole discretion. **PRODUCER** shall forfeit all rights, whether in law or equity, to any and all commissions if **AURA** is required to or makes direct collection thereof from **PRODUCER’S** producer(s) and/or the insured; provided, however, that such forfeiture shall not relieve **PRODUCER** of any duties, obligations or liabilities under law or this Agreement.

**VI. CLAIMS**

The **PRODUCER** agrees to do everything reasonably possible to safeguard the interests of **AURA** and **AURA** Companies, and shall immediately report to **AURA**, with full details, any fact, occurrence or incident that may result in a claim, loss, coverage dispute, or increased risk of loss to **AURA** or **AURA** Companies. The **PRODUCER** shall forward all claims, suits and notices of loss in a written notice to **AURA** and cooperate fully with **AURA** Companies and their authorized agents to facilitate the investigation, adjustment, settlement and payment of any claim when and as requested. The **PRODUCER** will assist **AURA** Companies in the collection of any deductible due from the insured.

**VII. ADVERTISING**

The **PRODUCER** shall not insert any advertisement referring to **AURA** or to the **AURA** Companies or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement referring to **AURA** or to any of **AURA** Companies without the express written consent of **AURA** or the **AURA** Companies. 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 **AURA** or the **AURA** Companies. In the event **AURA** or **AURA** 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.

**VIII. PRIOR AGREEMENTS**

This Agreement supersedes all agreements existing between **AURA** (or any affiliate of **AURA**) and **PRODUCER** and shall be applicable to all business placed by **PRODUCER** with **AURA**, any affiliate of **AURA** or **AURA** Companies.

**IX. INDEMNIFICATION**

A. 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, costs and expenses (including attorneys’ fees and costs) incident to the foregoing.

B. If the **PRODUCER** fails to perform the duties required of the **PRODUCER** under this Agreement (including, but not limited to, the **PRODUCER’s** duty to collect and remit policy deposit premiums), and **AURA** finds it necessary to perform such duties, the **PRODUCER** shall indemnify **AURA** for all costs and expenses (including reasonable attorneys’ fees) incurred by **AURA** as a result.

C. Each party agrees that it will maintain and carry professional errors and omissions insurance with carriers that maintain, at a minimum, an A. M. Best rating of A- or better while this Agreement is in effect. Each party will provide certificates of insurance evidencing such coverage to the other party upon request. Each party agrees to give thirty (30) days’ written notice to the other party in the event of cancellation or non-renewal of such professional errors and omissions insurance.

D. **PRODUCER** shall make no claim or bring any action against any of **AURA** Companies except for claims or actions arising out of the reckless conduct or willful misconduct of **AURA** Companies.

**X. LICENSING AND COMPLIANCE WITH LAWS**

A. Each party warrants that it is properly licensed to conduct the activities contemplated under this Agreement in all jurisdictions where such activities are conducted. Each party shall immediately notify the other party if for any reason such license(s) is non-renewed, revoked, suspended or cancelled. **PRODUCER** shall submit a copy of the appropriate license for the states in which **PRODUCER** submits business to **AURA**, certified by insurance regulatory authorities.

B. Each party agrees to perform **its** duties and obligations under this Agreement in compliance with applicable federal statutes and regulations and the statutes and regulations of the states in which the business is written or in 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 any.

C. Each Party shall comply will all applicable data protection, privacy and security laws in its performance of its obligations under this Agreement. **PRODUCER** represents and warrants that it has provided and will provide all notices and has obtained and will obtain all consents required to share personal information with **AURA** and for **AURA** to use such personal information in accordance with the terms of this Agreement.

**XI. 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 this Agreement.

**XII. 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.

**XIII. WAIVER**

The forbearance, neglect or failure by **AURA** 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 **AURA**. A waiver of a past act or circumstance shall not constitute or be a course of conduct or waiver of any subsequent action or circumstance.

**XIV. CANCELLATION OF AGREEMENT**

This Agreement may be terminated immediately by **AURA** 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 **AURA** directs otherwise, the **PRODUCER** shall complete the collection of premiums and account to **AURA** 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 **AURA** of any duty, obligation or responsibility of **PRODUCER**.

**XIIV. MISCELLANEOUS**

* 1. This Agreement will be governed by and interpreted under the laws of the State of California. Venue for any legal proceeding shall be in courts located in Los Angeles, California. Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it in compliance with that law. The determination by a court of competent jurisdiction that any provision of this Agreement is unenforceable will in no way impair or affect the validity or enforceability of any other provision of this Agreement. In the event of any dispute between the parties arising out of this Agreement, the party prevailing in any legal action or proceeding shall be entitled to recover from the other its costs and expenses thereof, including, specifically, its reasonable attorneys’ fees.

In Witness Whereof, the parties hereto set their hands in signature this date: 9/11/2024

**AURA: AURA RISK MANAGEMENT & INSURANCE SERVICES, L.L.C.**

By:

Name: Urvish Patel

Title: Executive Vice President, Program Division

**AURA** Tax ID: 85-3835733

**PRODUCER: (INSERT)**

By:

Name:

Title:

**PRODUCER** Tax ID: