



8. **PRODUCER NOT AGENT OR REPRESENTATIVE.** PRODUCER is an independent contractor and is not the agent of and has no authority to bind BROKER, or any insurer with which BROKER places risks on behalf of PRODUCER. PRODUCER shall not issue binders, policies, endorsements, other evidences of insurance, or notices of cancellation or non-renewal, in connection with the business it conducts with PRODUCER. If any of such documents are issued by PRODUCER in connection with the business it conducts with BROKER, they shall be of no effect even if copies issued by PRODUCER are furnished to BROKER.

Notice to PRODUCER of change in risk does not constitute notice to BROKER or the insurer. No act, statement or agreement of PRODUCER shall in any way be binding on BROKER or any insurer represented by BROKER unless PRODUCER shall have first received written approval from BROKER to so state, act or agree in the particular and specific instance involved.

9. **PRODUCER'S WARRANTY.** PRODUCER warrants that he is properly licensed in all appropriate jurisdictions for the classes of business to be conducted and the coverage's of insurance to be procured through the facilities of BROKER.

10. **CANCELLATION of AGREEMENT.** This Agreement may be canceled at any time by either party giving written notice to the other. After the date of cancellation of this Agreement, unless otherwise stipulated at the option of BROKER, PRODUCER shall complete the collection and account to BROKER for all premiums, commissions and other transactions unaccounted for on the date of cancellation or arising thereafter in respect of outstanding insurance. In case BROKER shall find it necessary to perform any duty otherwise required of PRODUCER under this Agreement, Producer shall be liable for all costs incident thereto.

11. **INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party, and its officers, directors and employees, from any damage or liability for loss, costs, expenses, fines or penalties, including punitive or exemplary damages, and all costs of defense, resulting from any negligent or intentional wrongful act, error or omission related to the business covered by this Agreement, or resulting from any violation of this Agreement, or resulting from any act or transaction in excess or in contravention of the power and authority granted under this Agreement.

BROKER assumes no responsibility toward any policyholder or Producer with regard to the adequacy, amount or form of coverage obtained from BROKER. PRODUCER agrees to indemnify and hold BROKER harmless from any and all liabilities, expenses, costs (including attorneys' fees), obligations, losses, damages and deficiencies resulting from any claim asserted against BROKER with regard to the adequacy, amount or form of coverage obtained.

12. **GUARANTEE.** In the event PRODUCER under this Agreement is a corporation it is further understood and agreed that the individual stockholders of the Corporation hereby guar-