

This Agent Contract Agreement (“Agreement”) dated [N] day of [MONTH, YEAR] (“Effective Date”) between [NAME OF CLIENT COMPANY] (“Agent” or “Agency”) and [NAME OF COMPANY] (“Company”), do hereby agree that the Agent shall perform services for the company. For the purpose of this agreement, “Agency” and “Agent” shall be interchangeable based on the contracting party designated by the signatures set forth below. The Agent and the Company may be referred to individually as the “Party” and together as the “Parties.”

**DUTIES OF THE AGENT**

1. The Agent shall comply with all the laws and regulations related to this agreement.
2. The Agent shall act solely as an independent contractor.
3. [ADD MORE DUTIES OF THE AGENT]

**DUTIES OF THE COMPANY**

1. The company shall provide the approved brochures and marketing materials for sales.
2. The company shall deliver to the customer all insurance policies, certificates, and all related documents in accordance with the company procedures.
3. The company shall respond to inquiries and questions about the products in a reasonable and timely manner.
4. The company shall maintain reasonable accounting, administrative, and statistical records with prudent standards of record keeping of information such as premiums, sale, effective date, or any other records necessary to verify a client’s coverage, and claims.

**RESERVATION OF RIGHTS**

1. The company reserves the right to reject any and all applications submitted by the agent.
2. The company shall reserve the right to discontinue writing or offering any of the policies subject to this Agreement upon 60 days of notice to the agent.

**RECORD MAINTENANCE**

1. The company and the agent shall maintain a system of files containing this document during the duration of this agreement and for seven (7) years thereafter.
2. The Company, its employees, or authorized representatives shall have unrestricted access to records for the Policies, and have the right to audit, inspect, and examine such records at reasonable times and during the regular business hours at the Agent's place of business.
3. Each party shall notify the other in case of audits or examinations. The agent shall cooperate with any audit or examination by any government department or other authorized agencies, and shall allow such entities access to the party’s books and records maintained.

**COMPENSATION**

* 1. Compensation for each policy written hereunder shall be made by the company to the agent in accordance with the attached schedule and shall be incorporated by reference.
	2. Compensation due under this agreement shall be paid to the agent within 30 days from the end of each calendar quarter.
	3. The company shall have the right to offset overpayments to the agent against the amounts due.

**TERM AND TERMINATION**

* 1. This agreement shall commence on the date first stated above and shall continue to be in force until the termination of the agreement.
	2. Except as otherwise provided, the agreement will begin on the effective date and terminate twelve (12) months thereafter, at which time it shall automatically renew for a one-year period unless either party gives a written notice for termination.
	3. The parties expressly agree that any termination of this agreement will not terminate the obligations of the parties with respect to the business. The obligations of the parties with respect to the business shall remain in full force and effect until the cancellation or termination of such policy.
	4. All notices given under this Agreement shall be made in writing and shall be sent via a verifiable method to the party receiving such notice at the address indicated above.
	5. In the event of a material breach by either party, the non-breaching party has the right to terminate this Agreement upon the submission of a written notice to the breaching party.

**GENERAL PROVISIONS**

* 1. No assignment, transfer, or disposal of any interest of one party shall be made at any time without the prior written consent of the other party. However, the company may assign any and all interests to a parent or affiliate.
	2. This agreement shall be binding upon the administrators and executors, as well as the successors and permitted assignees of the parties.
	3. No amendment or modification of this agreement shall be considered valid or enforceable unless made in writing, acknowledged, and signed by the parties.
	4. Any disputes, claims, our counterclaims arising from this agreement shall be subject to and shall be resolved by binding arbitration under the rules of conciliation and arbitration of [STATE, COUNTRY].
	5. This agreement shall be construed, interpreted, and enforced in accordance with the laws of [STATE].
	6. The terms and conditions of this Agreement shall be severable and any provision that is deemed invalid and unenforceable under the law may be reformed by a court of competent jurisdiction. However, all other provisions that remain valid shall be enforceable and binding.

This agreement constitutes the entire agreement between the parties with respect to the matter discussed.

In witness whereof, the parties have caused the execution of this agreement effective on the date first stated above.

[NAME OF COMPANY]

[NAME OF REPRESENTATIVE]

[POSITION]

DATE: MM/DD/YYYY

[NAME OF AGENCY]

[NAME OF REPRESENTATIVE]

[POSITION]

DATE: MM/DD/YYYY