

NIA Producer Agreement

Business Name:

Business Website:

Business Mailing Address:

City:

State:

Zip:

Primary Contact Name:

Primary Contact Title:

Primary Contact Phone:

Primary Contact Email:

Billing Contact Name:

Billing Contact Title:

Billing Contact Phone:

Billing Contact Email:

Billing Mailing Address:

City:

State:

Zip:

DEFINITIONS:

Agency Bill – Premium bill issued to the Producer of Record for collection of gross premium on NIA's behalf. The Producer of Record will collect premium from the insured and will remit premium payment to NIA, minus any applicable commission due to the Producer of Record.

NIA ("us", "we", "our") – Nonprofits Insurance Alliance is a group of nonprofit 501(c)(3) tax-exempt companies, including Alliance Member Services, Inc., (AMS), an organization supporting two insurance carriers: Nonprofits Insurance Alliance of California (NIAC) and Alliance of Nonprofits for Insurance, Risk Retention Group (ANI).

Producer of Record – Any insurance broker or entity who has signed a Producer of Record agreement with NIA, with whom we write business, is named on the Policy Declarations to an insurance policy issued by us, and to whom we pay commission for a policy issued by us. The Producer of Record may or may not be a Primary Contact with whom we write business.

Producer – Any insurance broker or entity properly licensed to produce insurance, who has signed a Producer of Record agreement and through whom an insurance policy may be issued by us.

The undersigned (NIA Producer), a duly licensed broker desiring to submit insurance applications to NIA, agrees as follows:

1. NIA Producer is not an agent of NIA, and no binding authority is granted or delegated by this agreement.
2. Submission will be complete and all requested information will be provided.
3. NIA Producer is responsible for the collection of the full gross written premium on Agency Bill accounts. The net premium payment is to be paid by NIA Producer to AMS within thirty (30) days of the policy effective date. NIA Producer retains the commission agreed upon by the Parties to this Agreement. Outstanding earned premium after policy expiration is the liability of the NIA Producer to be paid by the NIA Producer to NIA upon receipt of cancellation endorsements. Premiums on Agency Bill accounts that are paid to NIA can **only** be refunded in full if the policy is cancelled within thirty (30) days of policy inception and with the receipt of the lost policy release (LPR) signed and dated by the named insured.
4. Each Party to this Agreement shall defend, hold harmless, and indemnify each other against all third-party loss, claims, attorney's fees, liabilities, finds, costs, damages, or expenses to the extent they are caused by (1) any breach of this Agreement by the indemnifying party; (2) any negligent or willful act or omission by or on behalf of the indemnifying party its officers, employees, agents or brokers in the performance of that Party's duties under Agreement, or (3) any violation by the indemnifying party or any law or regulation applicable to the transaction of business under this Agreement but only to the extent that the non-indemnifying Party is held liable for such violation. A party seeking indemnification under this Agreement must provide prompt notice of a claim to the indemnifying party. Notwithstanding the foregoing, no delay or failure to notify shall relieve the indemnifying party of its obligations under this section except to the extent that such indemnifying party has suffered actual prejudice by such delay or failure. Each Party's obligations under this provision shall survive the termination of this Agreement.
5. Unless specifically authorized by a Party in advance, and for each instance, neither Party shall create, order, distribute, place, or allow any advertising, advertisement, or other promotional materials, in any medium, which make any representations regarding the other Party, or the parties' relationship under this Agreement.
6. With respects to all business conducted under this Agreement, NIA Producer shall maintain insurance coverage against liability for NIA Producer's errors and omissions with limits of liability of at least \$1,000,000 per claim and in the aggregate with an AM Best rating of A- or higher. NIA Producer warrants that such errors and omissions insurance in effect and in good standing as of the date of the execution of this Agreement, which insurance is to be maintained for no less than two (2) years following the date of termination of this Agreement. Also, with respect to all business conducted under this agreement, NIA Producer shall maintain all needed licenses in jurisdictions required to conduct such business and warrants that such licenses are in effect as of the date of execution of this agreement. If NIA Producer does not maintain the required insurance coverage or the required licensing, NIA reserves the right [after providing thirty (30) days' notice to the NIA Producer to cure that breach] to notify all policyholders/applicants, for which NIA Producer is no longer authorized to do business with NIA, and further authorized to refer policyholder/applicant to another insured and licensed broker.
7. This Agreement may be terminated by either party on thirty (30) days' notice; termination shall not relieve either Party of any obligations with respect to insurance placed when the Agreement was still in effect.
8. Nonprofits Insurance Alliance will not replace NIA Producer of Record with another broker until such time as the applicant or insured names a different broker with an active NIA Producer agreement with NIA to represent them. NIA reserves the right to make exceptions under certain circumstances including, but not limited to, problems with the servicing of the account.



9. All Claims, or circumstances which may lead to a Claim, must be reported to NIA promptly or as soon as practical to the extent that NIA Producer is notified by insured of such claims. Once a Claim is reported to NIA, the NIA Producer will not be involved in the handling of or responding to the claim, other than seeking the reasonable cooperation of the insured at the request of the NIA.
10. The Parties to this Agreement hereby represent and acknowledge to each other that, in the course of the performance of their respective obligations, they will each make available to the other Party certain information pertaining to each Party's business and operations ("Information"). Each Party hereby agrees that, as a condition to being provided the Information, neither Party will use any Information except in connection with the performance of duties hereunder. The recipient shall (a) protect the disclosing Party's Information using a standard of care at least equal to that which it uses to safeguard its own confidential information and in no event less than a reasonable standard of care; (b) use the disclosing Party's Information only to the extent necessary to perform its obligations pursuant to this Agreement; and (c) disseminate Information to its Representatives and agents only on a "need to know" basis, provided that all persons to whom Information is disseminated shall be notified of its confidential nature. The recipient will notify disclosing Party immediately upon any loss or unauthorized disclosure of Information. The recipient is liable for breach of this provision by any of its representatives or agents. Notwithstanding the foregoing, Each Party shall be permitted to maintain copies of any information required to comply with applicable data retention laws and regulations. Additionally, notwithstanding anything to the contrary herein, Each Party may use aggregated, anonymous, de-identified, or pseudonymous data for purposes of data analytics and service enhancement initiatives pursuant to the Agreement and other business purposes.
- The limits on use and disclosure will not apply to any Information which (a) at the time of disclosure is generally available to the public, (b) becomes available other than through a breach of this obligation of confidentiality, or (c) was independently developed by recipient without use of Information. Additionally, the Company or Producer may share Information to the extent necessary to comply with applicable laws or court orders.
11. The waiver by either Party of a default or breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent default or breach. No change, waiver, or discharge under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.
12. Neither Party shall assign this Agreement without the prior written consent of the non-assigning Party. Notwithstanding the foregoing, this Agreement may be assigned to an affiliate or successor-in-interest to a Party upon written notice to the non-assigning Party.

Please Note: The following item must be provided to NIA upon execution of this agreement:

Completed and signed IRS Form W-9 (the latest IRS version is required)

_____ Authorized Representative of NIA Producer of Record	_____ Date
_____ Authorized Representative of Nonprofits Insurance Alliance	_____ Date