

Producer Draft Program Agreement Form

PRODUCER: _____
Address: _____
City, State, Zip: _____
E-Mail Address: _____

PPP AGENT CODE: _____
Tel No: _____
Fax No: _____

Initial boxes below

General Program Administration:

In granting authorization to you to use the PPP-Producer Draft Program, you agree to strictly comply with the procedures contained in this agreement. Whereas, the Producer has requested use of PPP-Producer Draft Program and, whereas, upon acceptance of this agreement, PPP will furnish Producer with PPP-Producer Drafts, to be completed by and payable to the stated company for the purpose of funding pre-approved premium finance agreements.

Drafts are NOT to be issued on any commercial accounts / programs without prior approval from PPP management.

Terms and Conditions:

PPP and Producer jointly agree to the following terms and conditions:

- Producer assumes full responsibility for all PPP-Producer Draft's issued to the Managing General Agent, and or Insurance Company.
- PPP- Producer Draft's will be signed by the authorized principal or employee of the Producer, as referenced below in this agreement, unless an alternate check signing procedure is mutually agreed upon in writing.
- Any checks spoiled or voided for any reason will be indicated as "VOID" across the amount block and the signature lines. All voided checks must be returned immediately to PPP.

Producer Obligations and PPP Rights:

1. PPP, through its bank, may refuse to honor any PPP-Producer Draft which is not prepared in compliance with this agreement, or which provides funding for an agreement, which, at PPP's sole discretion, has been determined to be not acceptable.

2. Upon any request by PPP, the Producer agrees to repurchase a Producer Draft for any premium finance agreements for which PPP would not have issued its own check in the absence of this PPP-Producer Draft program. These Include:
 - Any premium finance agreement, which is determined, within 30 days of receipt by PPP, to be ineligible for financing. This determination is at the sole discretion of PPP.
 - Premium finance agreements, or copies thereof certified by Producer to be true and correct copies, which have not been received by PPP, and cannot be replaced by PRODUCER.
3. Producer agrees that reimbursement under this section will be made via the Producer check issued to PPP no later than one business day following the request by PPP for such reimbursement.
4. Producer agrees that any delay by PPP in requesting or demanding reimbursement for an ineligible or non-received premium finance agreement is not a waiver of PPP rights under this section.

Qualifying an Agreement

PPP-Producer Drafts will be used to fund only agreements which:

- Have been approved and verified by PPP, either individually or as part of a pre-approved premium finance program
- Have been properly completed and executed by the Insured and the Producer
- Have been issued for no more than the amount financed.
- Have no payments past due or presently due within 15 days after the date of the PPP-Producer Draft (*Payments may be collected by the Producer and deducted from the PPP-Producer Draft Amount.*)
- Have a \$0.00 balance on prior accounts that are being re-written with PPP

Funding:

Immediate funding can be accommodated by calling your Agency Administrator or Underwriter at PPP and must be deposited no earlier than the effective date of the policy to be financed.

Funding Date:

Producer agrees that PPP-Producer Draft will not be mailed to insurer more than 3 days before the funding requirement date for the agreement. Immediate funding cannot be funded until the policy effective date. Scheduled funding will be based upon the policy schedule dates. If the funding date falls on a weekend, the agreement may be funded on the next business day.

Funding Amounts and Limits Authorization:

PPP-Producer Draft authority is granted

- For drafts issued according to approved State Assigned Risk Programs requiring a deposit of 25% - with the producer complying with “standard terms” and the “Funding Date Section”.
- Approval codes will be issued upon receipt and verification of the finance agreement. Fax or original

Authorized Signatures:

Producer acknowledges that any signers of a PPP-Producer Draft will be principals/officers of the Producer or other employees who are authorized to conduct business in the name of and sign for the Producer.

Agreements:

By and accepting and/or using the PPP-Producer Drafts provided by PPP, and/or signing the Agreement, Producer agrees to comply and be bound by the points specified in this Agreement. By providing Producer with PPP-Producer Drafts, PPP agrees to be bound by this agreement as well.

Signature of Principal

Date

Printed Name

*P*remium *P*ayment *P*lan

Employees who are authorized to sign on behalf of the Principal Producer:

Witnessed by: _____ Date: _____

