

# **DENCAP Dental Plans**

## **AGENT/AGENCY AGREEMENT**

THIS AGREEMENT made as of the date signed by a DENCAP Dental Plans officer, between DENCAP Dental Plans, Inc., a Michigan for-profit corporation, which is licensed as an alternative health care financing and delivery system, having its principal office at 45 E. Milwaukee, Detroit, Michigan 48202 (hereinafter referred to as "DENCAP"), and the Agent listed (hereinafter referred to as "Agent").

### **SECTION 1 - Independent Contractor**

Agent is an independent contractor and not an employee of DENCAP. Agent shall not, except at his/her own expense, make any payment, assume any liability or incur any expense on behalf of DENCAP, without DENCAP's prior written consent. DENCAP shall not control the manner or method used by Agent to meet its obligations pursuant to this Agreement, except that Agent obligations shall be performed in a competent and efficient manner complying with this Agreement. DENCAP shall not withhold for Agent any income tax, Social Security, or unemployment insurance, or provide to Agent any employee benefits. Agent shall not have the authority to bind DENCAP.

### **SECTION 2 - Appointment**

DENCAP hereby appoints Agent to solicit Employer Groups to enter into Group Service Agreements and/or individuals to enter Individual Contracts with DENCAP Dental Plans. This Agreement shall be non-exclusive as to Agent and DENCAP on behalf of the Corporation.

### **SECTION 3 - Agent Qualifications**

Agent hereby warrants that he/she is licensed in the State of Michigan as an insurance agent with the proper authority to perform this Agreement. Further, Agent agrees to comply with all Federal and/or State statutory laws with respect to regulations governing insurance agents, and furnish DENCAP with a current Agent Insurance License.

### **SECTION 4 - General Duties of Agent**

The Agent shall solicit Groups to enter into Individual or Group Service Agreements with DENCAP and shall render such services to individuals or Group(s) as requested by DENCAP.

DENCAP shall provide training to Agent upon request so that said Agent will be able to adequately market DENCAP products. DENCAP shall also provide Agent with pertinent information about the services provided by DENCAP, including marketing brochures, materials, etc.

DENCAP shall have the right to approve all marketing, membership, educational, and informational materials developed by Agent pertaining to DENCAP, before said materials are used in any manner whatsoever.

Applications for membership must be completed and submitted to DENCAP prior to benefits becoming effective. Such applications, and/or other forms and statements as DENCAP may reasonably request, must be submitted to DENCAP and include DENCAP assigned agent ID number.

### **SECTION 5 - Compensation**

Agent shall receive a level commission of collected premium as stated below from all Individual and/or Group business solicited by the Agent. Agent shall be paid commissions on premiums received beginning on the effective date of Group or Individual coverage. Commissions are paid on a bi-monthly basis.

#### **The Commission Schedule for New Business is 10% the first year and 10% upon renewal.**

- (a) Notwithstanding anything contained herein to the contrary, the commission may be canceled should the Group fail to pay the applicable premium rates for the subscribers for a period consistent with applicable State laws.
- (b) If DENCAP shall for any reason refund any premium on which Agent is entitled to a commission pursuant to this Agreement, Agent shall lose the right to the commission on such premium.
- (c) Agent shall pay all expenses necessary for the proper handling and servicing of said Agent's account(s).
- (d) The Agent will continue to receive commissions on premiums received from the Group as long as the Agent abides by the terms of this Agreement and performs the following duties:
  - (1) To carry out the annual rate renewal process for the Group.
  - (2) To negotiate the annual benefit changes with the Group.
  - (3) To assist the Group with enrollment of their employees with completing enrollment forms.
- (e) If the Agent does not perform to DENCAP's satisfaction all of the above duties, this Agreement shall be terminated after the delivery of a ten (10) day written notice from DENCAP to the Agent.

\_\_\_\_\_initials

#### **SECTION 6 – Rebates**

If Agent makes, directly or indirectly, to any Group, a reduction of any kind in the amount of the premiums to be paid from the rates originally quoted in writing from DENCAP, this Agreement shall immediately terminate and Agent shall forfeit all rights hereunder.

#### **SECTION 7 - Property Rights in Business and Records**

All Group, coverage(s) procured by Agent while performing this Agreement is, and shall be, the permanent and exclusive property of DENCAP, including, but not limited to, policies, customer lists and records, and any other pertinent information.

#### **SECTION 8 - Termination**

This Agreement shall remain in effect until either party elects to terminate this Agreement, by notifying the other party in writing at least thirty (30) days prior to the date of termination.

If at any time the license granted to Agent from the State of Michigan should be suspended, DENCAP shall withhold any commissions due to Agent until Agent's License is reinstated by the State of Michigan. If the Agent's License is canceled by the State of Michigan, this Agreement shall automatically terminate, effective the date of such cancellation.

Termination of this Agreement shall not affect the rights or obligations of the parties hereto, which shall have theretofore accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

#### **SECTION 9 - Amendments**

DENCAP and Agent, without notice to or approval of any other person, reserve the right to amend this Agreement if such amendment is jointly approved in writing.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written below.

#### **AGENT/AGENCY (please print)**

First Name \_\_\_\_\_  
Or Agency Name \_\_\_\_\_

Last Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

E-Mail \_\_\_\_\_

Social Security Number \_\_\_\_\_  
(MUST BE COMPLETED)

Federal I.D. \_\_\_\_\_  
(IF AGENCY ONLY)

NPN Number \_\_\_\_\_

#### **SIGNATURE OF AGENT or OFFICER**

X \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(For Agency: Print Officer's Name and Title)

**COMPLETE the ABOVE and FAX, EMAIL or MAIL with a COPY of YOUR LICENSE to DENCAP Dental Plans.**

BY: \_\_\_\_\_  
Joseph T. Lentine, President

DATE \_\_\_\_\_ AGENT # \_\_\_\_\_

**DENCAP Dental Plans** 45 E. Milwaukee Street, Detroit, MI 48202-3231 (313) 972-1400 fax (313) 972-4662 [info@dencap.com](mailto:info@dencap.com)

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