**INDEPENDENT CONTRACTOR PRODUCER AGREEMENT**

This agreement is made this\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, between [name of Agency], hereafter referred to as “Agency”, and [name of producer], hereafter referred to as “Producer” for and in consideration of their mutual promises and agreements and for their mutual benefit. The parties have agreed to the following facts, terms and conditions:

WHEREAS: Agency is a Kansas corporation and licensed insurance Agency in the State of Kansas;and

WHEREAS: Producer is a licensed insurance agent in the State of Kansas; and

WHEREAS: Agency desires to expand its business through the services of Producer as an independent contractor; and

WHEREAS: Producer desires to utilize Agency’s markets for placing insurance coverage for customers and to solicit new customers for Agency.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. AGREEMENT: Agency and Producer hereby agree to a contractual relationship, whereby Producer will provide independent services as an independent contractor to Agency. This is not an employment agreement and nothing in this Agreement shall be construed to suggest that Producer in an employee of Agency. In performing the services set forth below Producer shall have the sole right to determine the means and methods of performing the services.

2. SERVICES: Producer agrees to provide the following services for Agency:

a. [list the services to be provided by Producer]

3. INSURANCE: Agency agrees to maintain errors and omission coverage in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ limit of liability and name Producer as an Additional Named Insured. Producer agrees to maintain the following insurance: Workman's Compensation (when applicable), General Liability, property and casualty coverage (including owned and non-owned auto). Producer agrees to furnish Agency necessary certificates of insurance for the required insurance coverages with insurance companies acceptable to and approved by Agency. Agency will be named as an additional named insured on said policies

4. COMPENSATION: Agency agrees to pay Producer \_\_\_ percent (\_\_%) of all gross commissions on all [ insert the applicable lines of insurance] sold by Producer. Compensation will be paid monthly to Producer within (\_\_) business days of the end of the month in which such commission is received.

5. TERM: This agreement shall be in effect for \_\_ calendar year(s) beginning on \_\_\_\_\_\_\_\_\_\_\_\_. The agreement will automatically renew for successive one-year terms, subject to any modification or cancellation provisions stated in this agreement.

7. TERMINATION: The contract may be terminated without cause by either party with \_\_\_\_ days written notice.

8. COVENANT NOT TO COMPETE: Producer agrees to the following covenant not to compete:

a. The term “restricted area” as used herein shall include the Kansas Counties of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

b. The term “prohibited services” shall include those services that are listed in paragraph 2 above and any other services that are similar to those services.

c. The term “restricted period” shall mean a period of \_\_\_ months after the termination of Agreement, regardless of the reason for such termination.

d. The term “active customer” shall mean any customer for whom Producer or Agency was providing any prohibited services at the time of the termination of this agreement.

e. The term “inactive customer” shall mean any customer for whom Producer or Agency provided any prohibited services within \_\_\_ months prior to the termination of this Agreement.

f. During the restricted period, Producer shall not either directly through Producer’s own actions, or indirectly through an agent or other person acting on behalf of Producer, or under the supervision or direction of Producer, within the restricted area:

1. Solicit any active or inactive customer of Agency for the purpose of selling or providing any prohibited services to such active or inactive customer,

2. Provide any prohibited services to any active or inactive customer,

3. Accept an invitation to provide any prohibited services to any active or inactive customer of Agency, or

4. Induce or intend to induce any active or inactive customer of Agency to curtail or terminate any business relationship with Agency

g. If Producer materially breaches any provision of this covenant, Producer reserves the right to avail itself of any remedy available to it at law or in equity. Such remedy may include injunctive relief enjoining Producer from engaging in prohibited services in the restricted area during the restricted period, and further may include a claim for damages as a result of Producer’s breach of this covenant.

h. If any provision of this covenant or any part of any provision of this covenant is determined to be unenforceable for any reason whatsoever, it shall be severable from the rest of this covenant and shall not invalidate or affect the other portions or parts of the covenant, which shall remain in full force and effect and be enforceable according to their terms.

9. CONFIDENTIALITY: Producer agrees to maintain the confidentiality of Agency information as follows:

a. The term “confidential information” is defined to include, but not necessarily be limited to the following: client lists, client contact information, expirations, prospect lists, marketing lists, any computer information or data contained on the hard drives of any computers owned by or used in the business of Agency, information contained in any agent management system, any software produced or maintained by Agency, any trade secret as that term is defined under the laws of the State of Kansas and any other documents or information which employee knows or has reason to know that is treated as confidential by Agency.

b. During the term of this agreement and for \_\_ months after termination of this agreement Producer shall not either directly through Producer’s own actions or indirectly through an agent or other person acting on behalf of Producer or under the supervision or direction of Producer, disclose, disseminate, communicate, divulge or utilize any confidential information as defined above.

c. If Producer materially breaches any provision of this confidentiality provision Agency reserves the right to avail itself of any remedy available to it in law or in equity. Agency may seek to enforce this confidentiality provision through legal means and may request injunctive relief enjoining Producer from disclosing or utilizing confidential information and may further seek damages as a result of any damage caused by Producer’s breach of this confidentiality provision.

d. If any part of this confidentiality provision is determined to be unenforceable for any reason whatsoever, it shall be severable from the rest of the confidentiality provision and shall not invalidate or affect the other portions or parts of theconfidentiality provision which shall remain in full force and effect and be enforceable according to their terms.

10. SEVERABILITY: In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable, or illegal, the validity, enforceability and legality of the remaining provisions and any other application thereof shall not in any way be impaired thereby.

11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. No supplement, modification or amendment of this agreement shall be binding, unless executed in writing by the parties hereto.

12. CONSTURCTION OF THE AGREEMENT: This agreement shall be construed under and governed by the laws of the State of Kansas.

13. ACTION TO ENFORCE THE AGREEMENT: In the event that either party prevails in any legal action to enforce any of the terms and conditions of this Agreement such party shall be entitled to, as contractual damages hereunder for any breach of this Agreement and in addition to any other remedies available for said breach, all reasonable fees and costs, including attorneys fees, incurred by such party to enforce such terms and conditions of this Agreement.

**IN WITNESS WHEREOF,** Agency has caused this agreement to be signed by its duly authorized agent, and Producer has set Producer’s hand below acknowledging Producer’s intent to be bound by the terms and conditions set forth herein

[Name of Producer] [Name of Agency]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of person signing]

[Title]