

# **AGENT CONTRACT**

The Administration Company, Marketing Benefits, Inc., (hereinafter referred to as the "Company"), and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ (Agent Name)  
(Address) (hereinafter referred to as "Agent"),

IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS SET FORTH HERIN BELOW, AGREE AS FOLLOWS:

## **1. APPOINTMENT AND RELATIONSHIP**

- A. The Company hereby appoints the Agent to act on its behalf and represent it only to the extent authorized herein.
- B. The Agent is an independent contractor with respect to the Company, and nothing contained herein shall create or be construed to create the relationship of employer and employee between the Company and the Agent or between the Company and any employee of the Agent.

## **2. AGENT AUTHORITY**

- A. The Agent is hereby authorized on behalf of the Company, but only in those states where the Company is authorized to do business in and provided that the Agent is in compliance with all applicable regulatory licensing requirements at the time of solicitation, to solicit applications for the approved products offered by the Company which are listed in the Agent Contract Commission Schedule(s) attached hereto and made a part thereof.
- B. The Agent is authorized to collect the initial payment only for any policy or any contract issued upon applications solicited by the Agent and to deliver and service policies, contracts and certificates of coverage so issued, provided:
  - I. Receipts for such payments shall only be given on forms furnished by the Company for that purpose;
  - II. All such payments shall be received and held in a fiduciary capacity by the Agent as trustee for the Company; and
  - III. All checks should be made payable to the Company unless the Agent receives prior permission from the Company to the contrary, and in no event is any Agent authorized to accept any check in excess of \$5,000 not specifically made payable to the Company.
- C. The Agent is ONLY authorized to publish advertising materials referencing the Company's name, or any products or services marketed by the Company, provided a prior written approval from the Company has first been obtained.

## **3. LIMITATIONS ON AUTHORITY**

- A. The Agent shall have no authority to make, alter, modify or discharge any policy or contract; extend any provision thereof; extend the time for payments; waive any forfeiture; deliver any individual policy or contract unless the proposed covered person thereunder is at the time in good health and insurable condition; incur any debts or expenses for which the Company may be liable; receive any money for the Company except as may herein or elsewhere specifically in writing be authorized by the Company; withhold or convert to his own use or for the benefit of others any monies, securities, policies or receipts belonging to the Company; fail to submit promptly to the Company any application for policies; or accept payments other than in current funds of the United States.
- B. The Agent shall have not authority to endorse or present for collection any check, draft or other instrument made payable to the Company.

## **4. AGENT COMPENSATION**

- A. As full compensation for services performed hereunder, the Company will pay to the Agent commissions of 15% 1<sup>st</sup> year, 8% 2<sup>nd</sup> year, and 5% 3<sup>rd</sup> year and after.
- B. **Provisions relating to all commissions**
  - I. The Agent shall pay over promptly to the Company gross payments and other monies received or collected on behalf of the Company and shall not deduct or retain therefrom commissions which may be payable hereunder without express written consent of the Company.
  - II. Any commissions to which the Agent may be entitled hereunder shall be payable to the Agent only after the due date of the payment and after receipts of the gross payment in cash by the Company at its Home Office.
  - III. No commission will be payable on account of waived payments or payments refunded for any reason except under an experience rating agreement. Any commissions received on account of any waived or refunded payments shall be promptly returned in full to the Company by the Agent and shall constitute indebtedness to the Company until returned.
  - IV. There shall be no additional compensation or reimbursement to the Agent for expenses incurred in performing services hereunder.
  - V. Commissions payable with respect to the same policy or contract may be divided between the Agent and other Agents licensed with the Company. In such case, earned payments for such policy or contract shall be allocated among Agents proportionately by the Company for commission payment purposes only.
  - VI. This is a conditionally vested Contract subject to the following provisions:

- a. If the Agent is a natural person, this Contract shall terminate immediately upon the death of the Agent and any commission due and payable to the Agent at the time of death or thereafter under this Contract shall be paid to the executor or administrator of the Agent's estate or to the assignors of the Agent as applicable.
  - b. If this Contract is an agency contract and terminates because of the dissolution of the Agency, no commissions shall be payable hereunder subsequent to the date of dissolution.
  - c. If the total compensation from all lines to the Agent from the Company in any calendar year is less than \$500.00, this Contract may be terminated by notice from the Company and no further commission shall be payable after the termination date.
  - d. Commissions shall be payable for so long as the Agent is designated as "Agent of Record" by participating employer or by the policyholder when payments are received by the Company, and the Agent is servicing the business in a manner satisfactory to the Company.
- VII. Commissions payable may be amended by notice in writing from the Company and such amendment shall take effect at the time specified in the notice, but in no event prior to thirty (30) days from the time such notice is received. The notice shall be mailed to the Agent's last known address as reflected in the Company's records. No such amendment shall affect commissions payable with respect to any policy or contract issued upon application taken prior to the effective date of such amendment.

## 5. GENERAL PROVISIONS

- A. **Agent Conduct.** The Agent shall be free to exercise personal judgment as to the time and manner of performing services authorized under this Contract, but shall be guided by such rules as may be adopted by the Company concerning general business conduct. In all cases, the business of the Agent shall be conducted in accordance with the laws and regulations of the jurisdictions in which the Agent is authorized to represent the Company.
- B. **Records and Supplies.** All records maintained by the Agent hereunder and all books, rate manuals, forms and other supplies furnished to the Agent by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination thereof.
- C. **Underwriting.** The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability to the Agent.
- D. **Prior Contracts Superseded.** This Contract shall supersede any and all prior contracts other than "Single Case Agreements" for commissions on groups and /or individual policies or contracts between the parties hereto, whether written or oral, regarding the services of the Agent performed for the Company with respect to such products, except that commissions payable to the Agent by the Company under prior written contracts between the parties hereto shall continue to be governed by the terms and provisions of such prior Contracts.
- E. **Indebtedness.**
  - I. Any advance, loan, or extension of credit which the Agent at any time and in any manner may secure from the Company shall constitute an indebtedness to the Company. If any check or draft of the Agent used to transfer monies to the Company is dishonored upon presentment for payment, the amount thereof shall constitute an indebtedness of the Agent to the Company.
  - II. Provisions relating to Indebtedness.
    - a. The entire indebtedness to the Company of the Agent as recorded in the records of the Company may be deemed and payable in full to the Company at any time.
    - b. The Agent shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the Agent of any indebtedness of the Agent to the Company.
    - c. The Agent hereby grants to the company a first security interest in all commissions becoming due hereunder to secure any indebtedness of the Agent to the Company, and the Company may at any time apply commissions payable to the Agent hereunder or any other monies payable to the Agent by the Company or by any company controlled by or under common control with the Company to reduce any such outstanding indebtedness.
- F. **Assignment.** No Assignment or other transfer of any rights, title or interest here, or of any benefits accruing hereunder, in whole or in part, shall be valid, and any such attempted assignment or transfer shall be void unless the written consent of the Company thereto has first been given. Any assignee of rights or benefits hereunder shall be subject to all the terms and provisions hereof.
- G. **Amendment.**
  - I. This Contract may be amended at any time and from time to time by written notice from a duly authorized officer of the Company to the Agent provided, however, no such amendment shall affect commissions payable with respect to any policy or contract issued upon application taken prior to the effective date of the amendment.
  - II. The Contract may be amended at any time by mutual agreement of the parties hereto.
- H. **Hold Harmless.**
  - I. The Agent agrees to indemnify and hold the Company harmless from any losses, expenses, costs, and damages resulting from acts or omissions of the Agent constituting a breach of any of the terms of this Contract.

## 6. TERMINATION

- A. This Contract may be terminated without cause by either party upon at least thirty (30) days after the mailing of written notice thereof, or on the date specified in such notice if later.
- B. This Contract may be terminated by the Company without notice for "cause", which term shall include the following:
  - I. Commission of a fraudulent, illegal or dishonest act adversely affecting the Company; and
  - II. Violation of the laws, regulations, or rules of any jurisdiction in which the Agent operates, or of any governmental authority exercising jurisdiction over the Agent.
  - III. Termination by "cause" at the option of the Company, result in forfeiture of all commissions which may be due under this Contract as of the termination date or which may become due thereafter.

## 7. SIGNATURES.

I hereby accept and am in possession of the Agent Contract form. I understand said Contract will not be in effect until such time when I am in receipt of the countersigned copy of this signature page of the Contract.

The undersigned parties agree to the terms of the Agent Contract as specified herein, or as such terms may be amended from time to time as permitted by the Agent Contract.

EXECUTED BY THE AGENT:

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Signed at

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXECUTED ON BEHALF OF THE COMPANY BY:

William H. Ward, President  
Marketing Benefits, Inc.

\_\_\_\_\_  
Signature

(800) 811-1600

\_\_\_\_\_  
Date

**GERBER LIFE INSURANCE COMPANY**  
**PRODUCER'S INFORMATION QUESTIONNAIRE**  
(PLEASE type or print clearly and complete all questions)

Home Office use only:

Appr. \_\_\_\_\_ Eff. \_\_\_\_\_

1. Producer is: ☐ General Agent ☐ Sub-Agent: If Sub-Agent, indicate General Agent \_\_\_\_\_
2. Producer licensed as: ☐ Individual ☐ Corporation ☐ Partnership
3. Name of Producer \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Tax I.D. # \_\_\_\_\_  
Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Married? ☐ Yes ☐ No If "Yes," name of spouse: \_\_\_\_\_

4. ☐ **Business Address:** \_\_\_\_\_ City \_\_\_\_\_  
(Street Address)  
Business County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
\*Florida non-resident agents, list each county you will sell in: \_\_\_\_\_

5. ☐ **Residence Address:** \_\_\_\_\_ City \_\_\_\_\_  
(Street Address)  
County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone: ( ) \_\_\_\_\_

**INDICATE BY "X" IN BOX WHICH ADDRESS IS TO BE USED FOR MAILING PURPOSE. (NO P.O. BOX NUMBERS)**

6. License Information: ENCLOSE COPY OF LICENSE FROM STATE(S) IN WHICH YOU WISH TO BE LICENSED. (Include Brokers License, if available)
7. If Partnership or Corporation, list all members to be appointed. (use back of form if necessary):
- | Name | Title or Position | Residence Address | Date of Birth |
|------|-------------------|-------------------|---------------|
|      |                   |                   |               |
|      |                   |                   |               |

8. Main Life and/or Health Companies you now represent:  
1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_
9. Have you ever had your insurance or securities license suspended or revoked? ☐ Yes ☐ No
10. Have you ever been investigated or fined by an Insurance Regulatory Authority? ☐ Yes ☐ No
11. Have you ever been convicted of a felony? ☐ Yes ☐ No In the future, I also agree that if I am ever convicted of a felony, I will notify you immediately.
12. Have you ever been short in account with any Insurance Company or Employer? ☐ Yes ☐ No
13. Has an application for bond ever been declined to you? ☐ Yes ☐ No  
If "Yes" for any of the above, please give complete details (use back of form if necessary): \_\_\_\_\_

14. Present employer (including military):
- | Name   | Your Job title:                   | Date (Month/Day/Year) |
|--|-----------------------------------|-----------------------|
|  |                                   | From: _____           |
| Address _____ City _____ State _____ Zip _____   |                                   | To: _____             |
| Contact name to verify employment: _____   | Contact's phone number: ( ) _____ |                       |
| Are they aware of this application? <input type="checkbox"/> Yes <input type="checkbox"/> No Satisfactory to contact? <input type="checkbox"/> Yes <input type="checkbox"/> No |                                   |                       |

15. Former employer (including military):
- | Name   | Your Job title: | Date (Month/Day/Year) |
|--|-----------------|-----------------------|
|  |                 | From: _____           |
| Address _____ City _____ State _____ Zip _____ |                 | To: _____             |

16. Name and address of school last attended: \_\_\_\_\_  
Dates Attended: From \_\_\_\_\_ to \_\_\_\_\_ Major: \_\_\_\_\_

17. Bank Reference: \_\_\_\_\_

18. REFERENCES (not relatives): List two persons whom we have your permission to contact. We prefer licensed insurance agents as references, if possible.
- | Name                     | Address | Phone No. ( )       |
|--------------------------|---------|---------------------|
|                          |         |                     |
| Name _____ Address _____ |         | Phone No. ( ) _____ |

NOTE: You must be licensed with **Gerber Life Insurance Company**, having in your possession, a copy of license or notification from **Gerber Life Insurance Company** advising that you are qualified to write business for the company, prior to any solicitation of business.

19. I certify that the answers to the above questions are true. I agree to comply with all the regulations of **Gerber Life Insurance Company** and the Insurance Department. I certify that I am free to contract with **Gerber Life Insurance Company**. I authorize the individuals or companies shown in this application to give to Gerber Life any business or personal information concerning me that they may have and I release said individual or company from all liabilities for any damage whatsoever for issuing this information.
20. (NY Agents Only) I have read New York Circular Letter No. 8 dated July 7, 1991 regarding Placement of Health Insurance Coverage With Unlicensed and Unauthorized Multiple Employer Welfare Arrangements, and agree to comply with its contents.

Print Name \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

Please be advised that this information will be processed as quickly as possible. PUBLIC LAW 91-508 requires that we advise you that a routine inquiry may be made of your friends, neighbors and business associates during our initial or subsequent processing which will provide applicable information concerning character, general reputation, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the inquiry, if one is made, will be provided.

**IF YOU ARE PRESENTLY A FULL TIME AGENT WITH ANOTHER COMPANY, WE SUGGEST YOU CONSULT WITH YOUR MANAGER OR GENERAL AGENT**