

**MISSOURI PROPERTY INSURANCE PLACEMENT FACILITY  
PRODUCE SACCESSEAGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month)  
\_\_\_\_\_(year), by and between Missouri Property Insurance Placement Facility ("MPIPF")  
and \_\_\_\_\_ ("Producer").

WITNESS THAT:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**A. PORTAL ACCESS**

1. MPIPF hereby grants Producer authority to obtain a Quick Quote and/or submit applications for insurance on l y on certain **dwelling** non-commercial properties that meet the insurability standards and limits prescribed by the MPIPF Producer Guide through the Producer Portal (PORTAL) . contained in MPIPF's website [www.missourifairplan.com](http://www.missourifairplan.com).
2. Where the PORTAL is applicable, and as determined by MPIPF, MPIPF shall assign to Producer a username and password offering it access to the PORTAL where the Producer can obtain a Quick Quote and/or complete an application for insurance. Producer agrees that the password shall be kept confidential in accordance the provisions of Paragraph F of this Agreement.
3. Where the PORTAL is applicable, and as determined by MPIPF, Producer shall submit applications for insurance utilizing the PORTAL.
4. Where the PORTAL is not available the Producer shall submit applications for insurance utilizing forms and methods as prescribed by the MPIPF Producer Guide.
5. Nothing in this Agreement shall create, nor shall it be deemed to constitute, a contract of employment, a relationship of master / servant or principal / agent, a partnership, or a joint venture between Producer and MPIPF.
6. Producer shall maintain current antivirus software on their local computers which will be used to access the PORTAL. The Producer shall not transmit or attempt to transmit any software or computer viruses whether intentional or unintentional.

**8. COMPLIANCE WITH UNDERWRITING GUIDELINES**

1. Producer shall comply with the underwriting guidelines (including eligibility criteria and limits of liability) set forth in the MPIPF Producer Guide. The Producer Guide is contained in the MPIPF website described above and may be updated from time to time without notice. The Producer is required to review the Producer Guide for changes.
2. For purposes of this Agreement and all transactions conducted hereunder, Producer is, and at all times shall be deemed to be, the broker, agent, and authorized representative of the applicant, NOT the agent, representative, or employee of MPIPF.

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3. Producer shall have no authority to bind MPIPF on any risk. Policies shall be issued by MPIPF pursuant to the MPIPF underwriting guidelines.

**C. WARRANTIES, REPRESENTATIONS AND COVENANTS**

Producer warrants, represents, and covenants:

1. that Producer has and will maintain during the term of this Agreement all licenses necessary to conduct the business described in this Agreement, and will provide proof of such licensure to MPIPF upon request. In the event that any such license expires or terminates, for any reason, the Producer shall immediately notify MPIPF and this Agreement shall be immediately terminated.
2. that Producer shall successfully complete training on the use of the PORTAL from MPIPF within 30 days of this Agreement.
3. that Producer shall operate at all times in compliance with this Agreement and with all applicable laws and regulations. The Producer agrees that it is its responsibility to know and comply with the laws and regulations applicable to this Agreement and the business contemplated hereunder.
4. that Producer will not represent, in advertising or otherwise, that it has binding authority on behalf of MPIPF.

**D. PREMIUM PAYMENTS, RULES AND PROCEDURES**

1. Premium payments and the rules and procedures to be followed in using MPI PF facilities are governed by the provisions with respect thereto set forth in the MPIPF Plan of Operation and the MPIPF Producer Guide for submitting applications.
2. MPIPF may revise the premium payments and/or rules and procedures at any time without prior notice to the Producer. The Producer Guide will reflect any changes to payment procedures and it is the Producer's responsibility to review the Producer Guide contained in the MPIPF website [www.missourifairplan.com](http://www.missourifairplan.com) for any changes.

**E. INDEMNIFICATION**

Producer agrees to indemnify and hold MPIPF harmless from any claims, demands, suits, fines, penalties, or damages of any kind or nature (collectively "claims") which arise from or relate to Producer's acts or omissions in conducting the business described in this Agreement. MPIPF agrees to indemnify and hold Producer harmless from any claims to the extent that those claims are attributable solely to the acts or omissions of MPIPF in the performance of its business. For purposes of this Indemnity provision, the acts or omissions of a "Producer" and of "MPIPF" includes each of the parties' employees, agents, servants, and contractors. Notice and demand for indemnification shall be provided in the manner required under Paragraph G, herein. Indemnitee shall not settle or compromise in any manner any claim for which indemnity is sought without the advance consultation and consent of indemnitor, and indemnitor shall not be required to provide indemnification for any claim settled or compromised, in whole or in part, without indemnitor's approval.

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**F. CONFIDENTIALITY**

Producer agrees never to disclose to or use with any other party outside of the Producer's immediate supervision, any technical, commercial, operations, legal or other information of a confidential nature obtained from MPIPF through or in relation to this Agreement, except for such information, if any, which has been a matter of public record.

**G. NOTICES**

All notices, requests and other communication pertaining to this Agreement hereunder must be in writing sent by mail (using any method that provides proof of delivery) fax with conformation of successful transmission, overnight nationally recognized courier (by overnight delivery service), e-mail to hand-delivered to the address below:

- (A) If to MPIPF:  
Missouri Property Insurance Placement Facility  
11116 S Towne Square – Suite #303  
St. Louis, MO 63123  
FAX: (314) 421-2575  
E-mail: uw@mpipf.com

- (B) If to Producer:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

FAX: \_\_\_\_\_ E-mail: \_\_\_\_\_

Addresses may be changed by notice to all parties, in writing, signed by the addressee.

**H. GOVERNING LAW**

This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Missouri.

**I. NON-ASSIGNABILITY**

Except as required by law, the rights and obligations set forth in this Agreement may not be assigned, in whole or in part, without prior written approval of the parties.

**J. TERMINATION OF AGREEMENT**

1. Either party hereto will have the right at any time to terminate this Agreement by written notice sent in accordance with Paragraph G hereof specifying the effective date of termination, which shall not be less than 15 days thereafter.

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2. This Agreement may be terminated immediately at MPIPF's option in the event (i) that the Producer has not acted in compliance with the underwriting guidelines and/or rules and procedures of MPIPF; or (ii) that the Producer has violated any of the warranties, representations and covenants set forth in Paragraph C of this Agreement.
3. Any termination of this Agreement shall not affect the rights and obligations of the parties hereto as to transactions, acts or things done by either party prior to the effective date of termination.

**K. APPEALS**

Any dispute by the Producer will be made in writing to the General Manager of MPIPF.

**L. AMENDMENT**

This Producer Access Agreement may be amended in the sole discretion of MPIPF by providing such amendment to Producer in a writing, duly executed by the General Manager of MPIPF, 30 days prior to its effective date, in the manner required by Paragraph G, above.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representative effective as of the date first shown above.

Missouri Property Insurance Placement Facility

Witness: \_ \_ \_ \_ \_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PRODUCER/AGENCY**

Witness: \_ \_ \_ \_ \_

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Owner/Principal Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PRODUCER/INDIVIDUAL**

Witness: \_\_\_\_\_

\_\_\_\_\_  
Producer Name

\_\_\_\_\_  
Producer Signature

\_\_\_\_\_  
Date