



US Health and Life  
US HEALTH AND LIFE INSURANCE COMPANY



### AGENCY AGREEMENT

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between US HEALTH AND LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Michigan, (US Health and Life), and

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Tax Identification Number

#### RECITALS

- A. WHEREAS, US Health and Life is in the business of selling life and health insurance to its customers; and
- B. WHEREAS, US Health and Life is continually seeking new customers and clients and desires of having sales representations to solicit new customers and clients; and
- C. WHEREAS, US Health and Life does not want to have an employee as defined by the Internal Revenue Code of 1954, as amended Section 312(d), do said solicitation and further believes that it is in their best interest to contract with the Agency identified above to make solicitations, sales calls, and to represent US Health and Life through sales of US Health and Life products; and
- D. WHEREAS, the Agency agrees to be bound by the terms of this Agreement, and acknowledges that Agency is totally independent of US Health and Life and that the relationship between Agency and US Health and Life is that of an Independent Contractor, not as an employee as defined by the applicable Internal Revenue Code and Regulations.

#### WITNESSETH

- 1. US Health and Life authorizes the Agency to represent Agency as an Agency for US Health and Life for the purposes of promoting selling, describing, and in other ways marketing US Health and Life products to prospective clients and customers.
- 2. The Agency shall be solely responsible for any and all expenses associated with the business covered by this Agreement, including maintenance of an office, telephone, providing business supplies, travel and entertainment expenses, and any and all costs associated in any way with the business covered by this Agreement, such expenses not being reimbursable by US Health and Life.



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3. US Health and Life has no power or the ability to control the day-to-day activity of the Agency other than, consistent with its responsibilities under the Insurance Code, to prescribe limits and to delegate authority used by the Agency in the course of representations made on behalf of US Health and Life.
4. The Agency has a substantial investment in an office and business and that the Agency has an opportunity to profit individually based upon the Agency's management and skill.
5. The Agency may be supplied with written, audio, and/or visual materials by US Health and Life concerning US Health and Life products to assist the Agency in efforts to solicit new clients, customers, and business for US Health and Life products.
6. The Agency shall be entitled to a commission from US Health and Life on each case as expressed in the attachment(s) to this Agreement.
7. The Agency shall not possess the authority to bind US Health and Life to any contract whatsoever. The Agency shall use best efforts to solicit customers and clients for US Health and Life, but final binding and authority with respect to contracts with customers shall rest solely with US Health and Life.
8. The commission earned by the Agency shall be deemed earned at the time customers solicited by the Agency become insured and US Health and Life derives revenue from the insurance. The Agency shall not be entitled to any commission or compensation whatsoever prior to the effective date of insurance coverage and prior to the generation of revenue. In the event of termination pursuant to the terms of this Agreement, the Agency shall be entitled to commission only from those revenues derived and contracted for prior termination, and those commissions shall be continuing after termination as a result of Agency's efforts, subject to any Agency of record change requested by the insured.
9. This Agreement may be rescinded, canceled and voided by either party upon 30 days written notice; and subject to the provision above, become null and void and of no effect.
10. This Agreement establishes an independent contractual relationship and not one of employer-employee. The Agency expressly acknowledges that fact and acknowledges that Agency alone is responsible for Internal Revenue withholding taxes, self-employment and social security taxes, and contribution of Federal unemployment taxes, all being the Agency's/Agency's sole responsibility. The Agency shall indemnify US Health and Life for any cost or defenses that US Health and Life might incur to prove this relationship, including reasonable attorney fees and expenses, including the allocated costs of in-house counsel.
11. The Agency covenants not to sue or hold US Health and Life liable in any way whatsoever under any Workers' Compensation law or on the basis of any law whatsoever based upon the relationship of employer-employee.



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IN WITNESS WHEREOF, the parties have set their hand and seals.

US HEALTH AND LIFE INSURANCE COMPANY

AGENCY

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

Its: \_\_\_\_\_ Its: \_\_\_\_\_

Must be signed by an officer or partner who is also being contracted.

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

*Excess loss insurance policies and EPO/PPO insurance plans underwritten by US Health and Life Insurance Company. SafeGuard plans administered by US Health and Life Insurance Company. © US Health and Life Insurance Company. All rights reserved.*