



US Health and Life

US HEALTH AND LIFE INSURANCE COMPANY



AGENT 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

Agent Name (please print)

Social Security 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 Agent 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 Agent agrees to be bound by the terms of this Agreement, and acknowledges that Agent is totally independent of US Health and Life and that the relationship between Agent 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 Agent to represent Agent as an agent 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 Agent 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.
- 3. US Health and Life has no power or the ability to control the day-to-day activity of the Agent other than, consistent with its responsibilities under the Insurance Code, to prescribe limits and to delegate authority used by the Agent in the course of representations made on behalf of US Health and Life.



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4. The Agent has a substantial investment in an office and business and that the Agent has an opportunity to profit individually based upon the Agent's management and skill.
5. The Agent may be supplied with written, audio, and/or visual materials by US Health and Life concerning US Health and Life products to assist the Agent in efforts to solicit new clients, customers, and business for US Health and Life products.
6. The Agent 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 Agent shall not possess the authority to bind US Health and Life to any contract whatsoever. The Agent 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 Agent shall be deemed earned at the time customers solicited by the Agent become insured and US Health and Life derives revenue from the insurance. The Agent 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 Agent 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 Agent's efforts, subject to any agent 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 Agent expressly acknowledges that fact and acknowledges that Agent alone is responsible for Internal Revenue withholding taxes, self-employment and social security taxes, and contribution of Federal unemployment taxes, all being the Agent's/Agency's sole responsibility. The Agent 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 Agent 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

AGENT

By: _____
(Sign as an individual; no title)

Its: _____

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