



Producer Agreement

This Agreement entered into this _____ day of _____, 20_____, by and between **Lift Shield LLC** and

_____ (“Producer”); with respect to the following.

WHEREAS, Lift Shield has created a Lift Truck Service Contract Program (“Program”) pursuant to which certain Service Contract(s) (“Contracts”) are to be sold by producers on behalf of Lift Shield;

WHEREAS, Producer wishes to act as an independent Producer for Lift Shield pursuant to the terms of this Agreement; and

WHEREAS, Producer, pursuant to the terms set forth herein, agrees to remit to Lift Shield a Net Producer Cost determined by the then current Producer Net Price Schedule,

WHEREAS, Producer agrees to perform the requirements set forth herein in furtherance of the Program and the requirements of the Contracts.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lift Shield retains Producer as an independent entity to sell Contracts issued pursuant to the Program and Producer agrees to act as an independent entity pursuant to the terms set forth herein. Nothing in this Agreement shall be construed as creating a relationship of partners, joint ventures or employer and employee for any purpose whatsoever between Producer and Lift Shield.
2. In consideration of the services rendered by Producer, Lift Shield agrees to pay Producer a commission equal to the amount of the retail price of the Contract less the Net Producer Cost as set forth in the Producer Net Price Schedule. Producer may retain its commissions from each sale before remitting the Contract Cost to Lift Shield.
3. **THE PRODUCER:**
 - A. Agrees to offer Contracts to its forklift truck customers (“Purchasers”) on all eligible lift trucks during the term of this Agreement.
 - B. Agrees to follow the underwriting guidelines issued by Lift Shield from time to time on forms supplied by Lift Shield. Such guidelines will determine which lift trucks are eligible for use in Lift Shield’s Program(s). Any violations of such guidelines will result in the Producer being denied coverage for the ineligible vehicle(s).
 - C. Agrees that eligible lift trucks include only those lift trucks that qualify per Lift Shield’s guidelines. Any misrepresentation or concealment of a material fact by the Producer for the purpose of securing a Contract validation, shall eliminate Lift Shield’s responsibility regarding that Contract.
 - D. Agrees to permit Lift Shield or its authorized representatives, during normal business hours to enter Producer’s place of business to inspect and examine all records relative to the issuance of Contracts on the subject matter of this Producer Agreement until one (1) year following the expiration of such Contracts for the purpose of review and audit.
 - E. Agrees to warrant its warranty work to be free of defects in material for a period of no less than 6 months or 1000 hours beginning from the date the machine is put back into service
4. **LIFT SHIELD:**
 - A. Agrees to install, maintain, and administer the Lift Shield Service Contract Program.
 - B. Agrees to supply to the Producer, Contract applications, forms, transmittals, underwriting guidelines, rate charts, advertising materials and other such forms as Lift Shield may hereafter supply for use in the Program in the quantities needed from time to time by the Producer.
 - C. Agrees to provide insurance coverage for this Service Contract Program underwritten by Certain Underwriters at Lloyd’s of London.
 - D. Agrees that refunds due to a cancellation of an approved service contract will be shared by both the Producer and Lift Shield. Each party will pay their appropriate prorata share of the refund. The Producer’s prorata share is based on the difference between the retail selling price of the contract and the Producer Net Cost due Lift Shield.

5. ASSIGNMENT AND NOTICES:

This Agreement shall have no force or effect unless and until such time as it is accepted by Lift Shield in the State of Florida

7. TERMINATION:

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days written notice to the other party. This Agreement may be terminated automatically without notice should Producer fail to submit Contracts for three (3) consecutive months. Unless so terminated, the Producer Lift Shield Agreement shall be a continuing Agreement.
- B. All supplies furnished by Lift Shield shall be returned to Lift Shield on termination of the Producer Lift Shield Agreement.
- C. Upon termination, all obligations hereunder by either party shall cease, provided however, that the Producer and Lift Shield shall remain responsible in accordance with the provisions of the Agreement for all Contracts issued and paid prior to date of termination.

8. INDEMNIFICATION:

- A. The Producer shall indemnify and hold Lift Shield harmless for all losses and costs resulting from any negligent act, omission, intentional misconduct, or unauthorized transaction by the Producer or persons under contract with the Producer.
- B. Lift Shield shall indemnify and hold the Producer harmless for all losses and costs resulting from any negligent act, omission, intentional misconduct, or unauthorized transaction by Lift Shield or persons under contract with the Lift Shield.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above first written.

PRODUCER:

LIFT SHIELD:

Producer Name

1005 Pine Branch Drive

Address

Weston, Fl. 33326

City, State, ZIP

By:_____

By:_____

Title:_____

Title:_____