



BROKER'S AGREEMENT FOR:

POINTSURE INSURANCE SERVICES, INC., a Washington corporation; and its subsidiaries, including but not limited to, **BLACK/WHITE & ASSOCIATES OF NEVADA**, a Nevada corporation; **BLACK/WHITE & ASSOCIATES, INC.**, a Texas corporation; **BLACK/WHITE ROCKRIDGE INSURANCE SERVICES, INC.**, a California corporation; and their successors and/or assigns (collectively referred herein as "PS"), and

PRODUCER: _____.

Please enter legal name & specify type of organization (Corporation /Sole proprietorship/Partnership/Limited Partnership/other)

WHEREAS, PS is organized for the purpose of placing risks of insurance including excess and surplus lines; and

WHEREAS, Producer, a duly licensed agent or broker in his/her/its state of domicile and subject to the requirements imposed upon Producer by law in the jurisdiction(s) within which Producer is authorized to write, wishes to place contracts of insurance with insurers represented by PS and to utilize the underwriting facilities, knowledge, and services of PS.

NOW, THEREFORE, PS and Producer mutually agree to the terms and conditions of this Broker's Agreement (the "Agreement") as follows:

- 1. Ownership of the Business.** Producer is the independent owner of the insurance business subject to this Agreement. Producer is acting as a broker for applicants and on the applicants' behalf, not as an agent or representative of PS for any purpose. Producer further represents that Producer is the direct and only representative of the insured and is not acting in the capacity of a wholesaler, or the like, on behalf of another producer. This Agreement does not grant or delegate any binding authority to Producer or the right to make any changes in the terms or conditions of any policies issued through PS.
- 2. Commission.** PS shall pay Producer commissions on earned, collected premium at rates agreed upon by PS and Producer on a risk by risk basis. Producer shall pay PS a return commission at the same rate on any return premium, including return premiums on cancellations ordered or made by insurers. Producer shall remit deposits to PS according to the terms specified in the policy quotation. Provided that all premiums, fees, taxes, or unearned commissions are fully collected and paid as herein agreed, Producer shall retain full ownership and control of all expirations.
- 3. Premium and Accounts.** Producer shall accept PS's billings, which may take the form of invoices, statements, or similar communications. Producer agrees that the net balance due as shown on the billing shall be the settled amount as written therein, whether or not that balance has been collected by Producer. Any credit extended to the insured or others shall be at the sole risk of Producer. Producer accepts full and entire responsibility for the collection and payment of all premiums (including minimum earned premiums), counter signature fees and resulting charges required by any state, as well as any other applicable fees and taxes; and agrees to make full payment of such to PS.. **Producer understands and agrees that the business of PS is dependent on maintaining a good credit relationship with its various underwriters and that failure to pay upon the demand of PS or PS's carrier poses great harm and may result in damages to the business of PS.** Therefore, regardless of whether Producer agrees that such payments should be made, Producer acknowledges and agrees that it will make such payments and, if made in protest, that Producer shall seek resolution at a later date.
- 4. Cancellation of Insurance.** Notwithstanding anything to the contrary in this Agreement, PS shall have the right, at its sole discretion, to cancel any binder, policy, or contract of insurance issued under this Agreement in accordance with the cancellation provisions of such binder, policy, or contract. Producer shall not be entitled to a credit for any flat cancellation unless such credit has been granted to PS by its carrier. Without exception, if coverage is bound by PS, a charge shall be made in accordance with the policy terms and all fees for the full policy term shall be fully earned on the effective date of coverage.
- 5. Claims.** Producer shall immediately notify PS of all claims, suits, and notices of loss.
- 6. Advertising.** Producer shall not insert any advertisement referring to PS or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of PS. In the event PS suffers a loss or expense arising out of such unauthorized advertisement or publication of Producer, Producer shall be liable for all resulting damages and costs, including attorneys' fees.
- 7. Compliance.** Producer warrants and represents that it is in compliance with and will remain in compliance all applicable laws, regulations and rules governing the conduct of the business which is the subject of this Agreement. Without limiting the generality of the foregoing, Producer agrees to advise PS if Producer or one of Producer's officers, partners, principals, owners, employees or producers is, or has been, convicted of a federal or

state felony crime involving dishonesty or breach of trust. Producer acknowledges and agrees that Producer will maintain the security, confidentiality, and integrity of all nonpublic personal information obtained by Producer in connection with this Agreement with PS, and that Producer has implemented all appropriate measures reasonably necessary to comply with all federal and state laws, regulations and rules where applicable to Producer in any jurisdiction in which Producer is engaged in business. Producer shall disclose to each prospective insured all applicable commissions or other compensation payable by PS to Producer in connection with policies written under this Agreement if such disclosure is required by (i) applicable law, regulation or rule; or (ii) Producer's fiduciary or other duties to the prospective insured. Such disclosure shall be in writing, reasonably complete and understandable, and, if applicable, in the form required by applicable law. Such disclosure shall be made reasonably prior to the time that the prospective insured elects to purchase an insurance policy or contract placed through PS.

8. **Funds Held in Trust.** Producer shall maintain funds held in trust for business generated under this Agreement in accordance with the insurance laws, regulations and rules of the state in which it is duly licensed to transact insurance. Producer may maintain these funds in an authorized interest bearing account; provided, however, that if Producer maintains such funds in such an account, Producer shall promptly notify PS of the institution and the type of account and/or instrument in which the funds are held.

9. **Termination.** This Agreement may be terminated at any time by a Party's giving of thirty (30) days advance written notice to the other Party; however, such termination shall not alter the continued application of this Agreement to insurance policies effected prior to the date of such termination. After the date of termination of this Agreement, unless otherwise stipulated at the option of PS, Producer shall complete collections and account to PS for all premiums, commissions, and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding insurance policies.

10. **Indemnification.** Producer hereby agrees to indemnify and hold harmless PS and PS's officers, directors, agents and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses, including legal expenses and costs and reasonable attorney's fees, that might directly or indirectly result from or arise out of any actual or alleged negligent or other act or omission of the Producer, its officers, directors, agents or employees. PS hereby agrees to indemnify and hold harmless Producer and Producer's officers, directors, agents and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses, including legal expenses and costs and reasonable attorney's fees, that might directly or indirectly result from or arise out of any actual or alleged negligent or other act or omission of PS, its officers, directors, agents or employees.

11. **Errors & Omissions Insurance Coverage.** Producer agrees to obtain and maintain Errors & Omissions insurance coverage from an approved carrier with limits of liability of not less than \$1,000,000. Producer further agrees to provide evidence of Errors & Omissions insurance coverage when this Agreement is executed and within thirty (30) days of the policy's renewal. Evidence shall be in the form of a certificate of insurance issued to PS in which the Insurer agrees not to cancel such coverage without thirty (30) days prior written notice. PS does not issue, review or approve certificates of insurance issued by the Producer.

12. **General Provisions:**

a. **Binding on Successors.** Subject to any restrictions stated in any other provision of this Agreement restricting transfers, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

b. **Entire Agreement.** This Agreement and the documents expressly referred to in this Agreement contain the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior oral or written understandings and agreements.

c. **Amendments.** No provision of this Agreement may be changed, waived, modified, discharged, or terminated except by a written instrument executed by Parties hereto.

d. **Severability.** If any provision of the Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

e. **Arbitration and Attorneys' Fees.** Any dispute or controversy arising under, out of, or in connection with this Agreement shall be resolved by binding arbitration conducted in Seattle, Washington in accordance with the rules of the American Arbitration Association. In any arbitration or court proceeding to enforce any arbitration award made pursuant to this Section, the prevailing Party shall be entitled to recover from the other Party its attorneys' fees and costs.

f. **Waiver.** Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

g. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

h. **Assignment.** Producer may not assign or transfer this Agreement or any right, benefit, duty or obligation accruing under this Agreement without the prior written consent of PS.

i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

j. Notices.

If to PointSure:
Attention: Craig A. Pankow, President
PO Box 2045
Seattle, WA 98111-2045

If to Producer:
Contact Name: _____
Mailing Address: _____
City, State Zip: _____
Phone: _____ Fax: _____
Email: _____

IN WITNESS WHEREOF, the Parties hereto have set their signature below.

POINTSURE INSURANCE SERVICES, INC.,
on behalf of itself and its subsidiaries

PRODUCER

By: _____
Signature and Title

By: _____
Signature and Title

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

Instructions:

1. In order to provide both Parties with an original copy, please complete, sign, and return by mail both copies. Upon receipt, a PointSure representative will sign both and return one copy to you.
2. Please enclose a copy of your E&O Policy declaration page and add PointSure as a certificate holder to your E&O Policy.
3. Please enclose a copy of your insurance license.
4. Please enter your Federal Tax I.D. Number: _____.
5. Please enclose your completed Producer Survey and Profile.
6. Please mail the requested documentation to:

PointSure Insurance Services, Inc.
Attn: Don Thomas
Vice President, Operations
PO Box 2045
Seattle, WA 98111-2045

7. If you have any questions, please contact Don Thomas at 702.856.0924 or toll-free at 888.636.1575.

Your appointment is not complete until all of the above documentation is received. Thank you.