

**Brokerage Agreement
Between
Standard Lines Brokerage, Inc.
(Hereinafter called SLB)
and
_____**
(Hereinafter called Agency)

Agency's Federal Identification Number _____

THIS BROKERAGE AGREEMENT ("Agreement") is made as of this day ____ of _____, _____, by and among Standard Lines Brokerage, Inc., a Florida Corporation ("SLB") and _____ ("Producer").

WITNESSETH:

WHEREAS, SLB serves as an insurance broker on behalf of certain Insurance Companies ("Insurance Company" or "Insurance Companies"); and

WHEREAS, Producer desires to make available to its clients certain insurance products offered by Insurance Companies in compliance with the laws, rules and regulations pertaining thereto regarding the placement of such business; and the producer warrants that he/she is an independent contractor duly licensed by the Department of Insurance, State of _____ and authorized through SLB to promote and present applications for coverage.

WHEREAS, Producer is a _____ (write in State) insurance agency or agent who wishes to participate in the sale of insurance programs underwritten by SLB. Producer is an independent contractor and not an employee of SLB and is free to represent other companies, as the Producer shall consider appropriate. Employees of Producer who solicit and submit applications to SLB shall be duly licensed by the State of _____.

WHEREAS, SLB can broker such products;

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

1. The foregoing recitals are true and correct and are hereby incorporated by reference.
2. a. SLB hereby grants authority to the Producer in the designated territory to:

1. solicit and submit applications for property and casualty insurance, employers liability, and fidelity and surety bonds;
 2. deliver policies, bonds, certificates, endorsements and binders;
 3. collect premiums and issue receipt thereon; and
 4. cancel such policies, bonds and obligations at the direction of SLB where cancellation is legally possible;
3. The Producer shall actively maintain a Multiple Line Insurance license as required within the state of _____. The Agency shall supply a copy of such license to SLB at or before the time of execution of this agreement, and shall notify SLB promptly of any license change, termination or cancellation of its license for any reason whatsoever.
4. The Producer shall give no indications, quotations or binders on SLB's behalf without first receiving notice from SLB of its terms, conditions, rates, and limitations on each and every presentation made by Producer, or without prior written binding authority from SLB.
5. The Producer shall have no authority to bind any coverage or make any changes in the terms and conditions of any policy of insurance. The Producer may issue unmodified ACORD certificates of insurance and a copy must be sent to SLB within seven (7) business days. The Producer is not authorized to represent itself to the public as an agent of SLB.
6. Producer shall forward to SLB the original ACORD application, notarized, and with the original signature of insured within five (5) days of binding of coverage.
7. Producer shall be bound by Insurance Company's guidelines and procedures for payment and accounting.
8. Some renewal / expiring policies are not automatically renewed and Producer agrees to furnish updated applications and information necessary, within a reasonable amount of time, to secure renewal quotations from SLB.
9. Insurance issued to insured's by SLB on behalf of the Producer, is not subject to flat cancellation, except prior to inception. Cancellations made at the request of the underwriters or insurance companies will be made on a pro-rata basis or as stated in the cancellation provisions of the Insurance policy.
10. The Producer shall be and remain liable to SLB for the payment of all premium, which premium shall become due not later than five (5) days following receipt of

the statement in the Producers office for agency bill items and as indicated by the SLB representative for direct bill items. Non-payment by the Producer shall result in the immediate suspension of this agreement.

11. All payment whatsoever collected by Producer for any insurance product arising out of this agreement shall be immediately forwarded to SLB's office within five (5) days of receipt of such payment.

12. The producer shall refund to SLB any and all unearned commission caused by, but not limited to, cancellations, audits, reduced premium endorsements, and rate changes, at the same rate at which the commissions were originally allowed Producer. Such refund must be paid to SLB within five (5) days after the Producer is advised of the unearned commission.

13. Any interim or final additional premiums developed by audit or under a reporting form policy shall become the sole responsibility of the Producer for collection and payment. Any exception to this will be subject to approval by SLB management.

14. The Producer agrees to indemnify SLB for all fees and costs associated with the collection of any outstanding premium and/ or unearned commission that the producer is responsible for.

15. The Producer agrees to accept advertising broadcast through email, facsimile or other electronic means.

16. All accounting records of Producer pertaining to the business of SLB shall be subject to inspection and audit at any time by SLB's representatives.

17. SLB shall not be responsible for any of Producer's expenses.

18. a. While participating in any program whereby an Insurance Company directly bills Insured for the premium, Producer shall promptly remit all premiums collected with no deduction for commissions to SLB.
- b. SLB will endeavor to: (1) promptly send to the Producer evidence of billings, cancellation or non-renewal notices, underwriting requests, and a copy of each written communication from the Insurance Company to the Producer pertaining to the rating of the Insured's policy, changes in coverage, or premium payments; and (2) account for and pay commissions monthly to Producer at rates set forth in the Commission Schedules.
- c. SLB may offset commissions held by it against any amounts owed by Producer to SLB. Commission earned by Producer will be paid on a monthly basis.

19. a. SLB agrees to maintain appropriate E&O insurance to indemnify Producer against:

(1) all sums which Producer shall become legally obligated to pay because of liability imposed on Producer by law for damages sustained and caused directly by error or omission of SLB in its processing or handling of policies, failure to comply with federal or state law, or in its performance of loss prevention, counseling, inspection or similar services; and (2) all expenses, including attorney's fees, and the amount of settlement, reasonably incurred by Agency in the defense of any claim or suit seeking damages on account of SLB liability.

- b. Producer agrees to maintain appropriate E&O insurance to indemnify SLB against:

(1) all sums SLB shall become legally obligated to pay because of liability imposed on SLB by law for damages sustained and caused directly by error or omission of Producer, in its processing or handling of policies, failure to comply with federal or state law, or in its performance of loss prevention, counseling, the amount of settlement, reasonably incurred by SLB in the defense of any claim or suit seeking damages on account of agency liability.

- c. Producer agrees to provide SLB and the Producer's Insurance Company with prompt written notice of any claim or suit arising out of any E&O.

20. a. Upon termination of this Agreement, the records of Producer and the use and control of expirations shall remain the property of Producer, provided Producer has promptly accounted for, and paid to, SLB all premiums and other moneys or securities collected or held for, or on behalf of, SLB. If Producer has not so accounted and paid such money and/or securities, then the records, use and control of expirations shall be vested in SLB and Producer shall promptly forward the records to SLB.

- b. In the event of a dispute regarding 11(b), Producer may deposit with SLB an amount equal to SLB's claim, which shall be held in trust until the dispute is resolved.

- c. Following termination of this agreement, Producer remains entitled to earned commissions on policies that are non-cancelable policies or the right to cancel or non-renew is restricted because of a statute, regulation or governmental order. SLB shall have no obligation to pay such commission if: (1) SLB has received a written designation of another agent or broker signed by the insured; or (2) the payment is otherwise prohibited by law, regulation

or governmental order; or (3) the Producer's license is suspended or terminated; or (4) the Producer fails to provide proof of E&O insurance.

d. Producer and SLB agree that service to insured is required after termination of this Agreement.

21. During the term of this Agreement, and thereafter if Producer has complied with all its provisions, SLB will not use, or permit the use of, Producer's policy records in order to solicit individual insureds for the sale of other lines of insurance or other products of services without Producer's consent.

22. The Agreement supersedes all previous Agreements, whether oral, written or otherwise, between SLB and Producer.

23. Either party may terminate this Agreement upon written notice to the other. If notice is given by SLB to Producer and Producer has fully complied with the provisions of this Agreement, the effective date of such termination will be thirty (30) days from the date notice is given.

24. This Agreement shall automatically terminate upon the suspension, forfeiture or revocation of Producer or agent's insurance license.

25. As used in this Agreement, "SLB" and "Producer" includes successors, provided however that SLB has previously approved in writing, and at its sole discretion, of the Producer's successor.

26. The producer shall provide a Certificate of Insurance evidencing the Producer's errors and omissions insurance policy to SLB at or before the time of execution of this agreement and annually thereafter, and shall notify SLB promptly of any change, termination or cancellation of such insurance policy for any reason whatsoever. The Producer warrants and represents to SLB that the Producer now has in force and effect a valid and binding contract of liability insurance covering the Producer for damages occasioned by errors or omissions alleged to have been caused by the Producer. The Producer further warrants and represents that the premium for said policy has been fully paid and that the Producer shall keep such policy, or one similar thereto, in full force and effect at all times during the continuance of this agreement, in limits of not less than \$500,000. Failure to maintain Errors and Omissions coverage shall automatically terminate this Agreement.

27. In the event a dispute shall arise out of, or relating to, this contract, or the breach thereof, it is hereby agreed that the dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its arbitration rules. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. We further agree that we will faithfully observe this Agreement and the rules, and that we will abide by and

perform any award rendered by the arbitrator(s) and that a judgment of the court having jurisdiction may be entered upon the award. In the event a party fails to proceed with arbitration, unsuccessfully challenge's the Arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

28. SLB and Producer jointly agree that this Agreement shall be governed and construed in accordance with the laws of the State of Florida and that no change or modification of this agreement shall be valid unless it is in conformity with said laws and that such changes, modifications or additions to this Agreement must be in writing and subscribed to by both SLB and Producer.

Agency Name

Standard Lines Brokerage

Agent's Signature and Title

Witness

Date

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,