



**AGENTS INSURANCE SERVICES  
BROKERAGE AGREEMENT**

This brokerage agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between

\_\_\_\_\_  
(Agency Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

(Hereinafter referred to as Broker) and Agency Resources of 7 Giralda Farms, Madison N.J. 07940 (hereinafter referred to as AR).

WHEREAS BROKER desires to utilize the services and facilities of AR for placement of business in special programs that AR has with various insurance companies.

WHEREAS, AR agrees to extend such services and facilities to the Broker subject to the terms and conditions set-forth below:

1. Broker warrants that it holds an insurance producer license issued by the State of \_\_\_\_\_ and all other licenses required to do business hereunder (a copy of the license must be attached to this agreement) and that Broker intends to place business through AR in compliance with the laws and regulations pertaining thereto, regarding the placement of business with admitted carriers.
2. Broker acknowledges it is not the agent of, and has no authority to bind AR or any of its principles or insured's. Broker further warrants that it is the legal representative of the insured and acknowledges that AR bears no agency or fiduciary responsibility to the insured.
3. AR will provide quotes to Broker on accounts submitted by Broker. Such quotes will be valid for 10 days. If Broker accepts quotation, binder will be provided to Broker by AR. Broker shall notify AR if quotation is acceptable within this 10-day period or AR will withdraw quotation.
4. Broker shall be entitled to collect a commission on such business placed with AR at the commission rate agreed to on all new and renewal business.
5. Broker shall have the authority to issue Certificates of Insurance. At time of issuance, Broker shall send copy of same to AR.
6. Broker shall not have authority to appoint other agents or subagents for purposes of this Agreement and shall not do so. Broker shall have no authority to make any agency agreements on behalf of AR, nor shall Broker make any agreements rendering or purporting to make AR liable for the payments and/or repayments of expenses, commissions, or any other sums.
7. If policies are issued other than direct bill, Broker shall be responsible for any earned premiums incurred, including audits which may result from cancellation of policies due to non-payment of premiums.

8. AR will pay commissions to the Broker in accordance with the commission schedule attached to this agreement (Schedule A). The commission will be paid within 30 days after the end of the month in which AR receives payment from the company, subject to reduction by return commission due to the company. Commissions in an amount less than \$50 will be held until such time as the Broker's total commission on account exceeds \$50, or if the amount remains under \$50, any commission due will be paid out at the end of the calendar year.
9. In the event return commission due the company exceeds the commission due the Broker for any given period, the Broker agrees to pay AR the amount within the same 30 day period. If the amount due is less than \$50, the Broker can wait to remit payment until such time as the amount exceeds \$50, or if the amount remains under \$50, any payments due will be remitted by the Broker by the end of the calendar year.
10. Broker agrees to keep complete records and accounts of all transactions and to permit AR to inspect all records pertaining to business transacted under this Agreement.
11. Broker agrees to maintain Errors & Omissions (E&O) coverage for itself and those for whom it is responsible in the amount of one million dollars (1,000,000). A copy of this E&O policy shall be included with this Agreement. Broker must maintain continuous E&O coverage for the duration of this Agreement and provide proof upon request. If the Broker fails to produce an updated proof of continuous E&O coverage upon request, commissions will be withheld until such time as the requested proof is provided to AR.
12. Broker shall not advertise, in any way, the name of AR or AR's affiliated companies nor shall Broker advertise, in any way, the name of any company or underwriter represented by AR without the proper written consent of AR.
13. Broker hereby agrees to indemnify and hold AR, its parent, affiliated and subsidiary corporations and its officers, directors, employees, and agents harmless from any and all claims, losses, costs, expenses, deficiencies, liabilities, obligations, or damages (including related counsel fees) resulting from Broker's acts or omissions for which Broker is legally liable.
14. AR hereby agrees to indemnify and hold Broker, its parent, affiliated and subsidiary corporations and its officers, directors, employees, and agents harmless from any and all claims, losses, costs, expenses, deficiencies, liabilities, obligations or damages (including related counsel fees) resulting from AR's acts or omissions for which AR is legally liable.
15. This Agreement shall become effective when accepted by AR and a copy of the E&O policy, and Insurance Producers license and Tax I.D. number is submitted with this Agreement. This Agreement supersedes all previous agreements whether oral or written.
16. This Agreement may be terminated by either party at any time upon giving 10 days written notice of termination, but such termination shall not alter, in any way, the continued application of this Agreement to policies in effect as of the date of such termination and Broker shall continue to provide claims support and service on all policies in effect at termination.
17. This Agreement constitutes the entire and exclusive understanding between the parties with respect to its subject matter and is to be construed in accordance with and governed by the laws of New Jersey.
18. This Agreement shall be binding upon, and adhere to, the benefit of the parties hereto, their respective heirs, successors, and assignees.

19. All notices under this Agreement shall be delivered personally or by prepaid certified or registered mail, address set forth on the first page of this Agreement.
20. No failure of either party to insist on strict compliance with this Agreement or to exercise any right under this Agreement shall be a waiver of such right.
21. This Agreement may be amended only by a written addendum to this Agreement executed by both parties to this Agreement. This Agreement will not vest any rights in third parties.
22. All exhibits and schedules hereto shall be deemed a part thereof.
23. Broker is the owner of policy expirations resulting from authority granted by this Agreement. Upon termination of this Agreement, for any reason, AR will not continue or renew Broker's accounts except as may be required by law, or as mutually agreed upon. Commission will not be paid on any policies, renewals, or transactions that occur after the effective date of termination.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day, month and year set forth on the first page of this Agreement.

**Broker:** \_\_\_\_\_

I.D. # or S.S. #: \_\_\_\_\_

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

License #: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

**Agency Resources:**

\_\_\_\_\_  
**By: Nicholas Dalessio**  
 Title: Managing Director

Name of Agency Contact: \_\_\_\_\_

Agency email \*: \_\_\_\_\_

Agency Phone #: \_\_\_\_\_

Agency Fax #: \_\_\_\_\_

Agency Resources Contact: \_\_\_\_\_

\* Agency Resources requests a main email address for your agency for important marketing communications. Agency Resources emails periodic updates to our brokers regarding class code availability, state specific program updates, carrier updates, and underwriting guideline changes. This information can also be found on our website at: [www.agencyresources.com](http://www.agencyresources.com).  
 E-delivery – Whenever AR receives policy documents in an electronic format (i.e. PDF, TIFF, etc.) AR will e-mail the documents in electronic format to the email address provided.

<b>POINTS</b>		
<b>Carrier*</b>	<b>Broker</b>	
	<b>New</b>	<b>Ren</b>
Amerihealth	<b>5</b>	<b>5</b>
AmTrust	<b>7</b>	<b>6</b>
Chartis**	<b>7</b>	<b>6</b>
Hartford	<b>8</b>	<b>8</b>
Majestic	<b>6</b>	<b>6</b>
Tower	<b>6</b>	<b>6</b>
Zurich	<b>6</b>	<b>6</b>

\*Commission rates listed above are for standard quotes and policies and are not valid for Middle Market / Large Lines business. Commission structures for that are Middle Market / Large Lines business are negotiated on a case by case basis.

\*\*Chartis has different commission levels in some states.