



Shoemaker & Besser Associates, Inc.

4396 West Market Street , York, Pennsylvania 17408 (800) 632-9002 Fax (717) 718-9806
www.shoemaker-besser.com

Brokerage Agreement

THIS AGREEMENT made this _____ day of _____, 20____ between
Shoemaker & Besser Associates, Inc., 4396 West Market St., York, Pa., 17408 (hereinafter "Company"), and

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

E-MAIL: _____, (hereinafter "Broker/Agent").

The term "Broker/Agent" as used herein, is specifically defined to mean the agent of the Insured or the Applicant for Insurance (hereinafter collectively referred to as "Insured") only. As representative of the Insured only, the "Broker/Agent" referred to in this Agreement is deemed to act solely on behalf of the Insured and should in no way whatsoever be construed to be an agent of the Company.

The Broker/Agent warrants that the Broker/Agent holds an Insurance license issued by the state of _____, License # _____.

FOR GOOD AND VALUABLE CONSIDERATION, IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Company agrees to give consideration to proposals and applications for Insurance as submitted by the Broker/Agent.
2. Subject to the other provisions of this Agreement, the Broker/Agent is authorized to receive and accept proposals for insurance; to collect, receive and receipt for premiums on such business tendered by the Broker/Agent and accepted by the Company, and to retain out of premiums so collected, as full compensation for business placed with the Company, commissions in accordance with the schedule promulgated by the Company.

STATUS OF BROKER/AGENT

3. The Broker/Agent understands and agrees that the Broker/Agent must be licensed to transact insurance business.

The Specialists In Specialty Insurance



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4. The Broker/Agent understands and agrees that it is neither an agent nor representative of the Company nor of any insurer or other company used by or represented through the Company. The Broker/Agent agrees not to imply or represent otherwise.
5. The Broker/Agent understands and agrees that no authority is granted to the Broker/Agent to bind the Company or those insurers represented by the Company, on any contact of insurance.
6. The Company shall not be responsible for any Broker/Agent expense whatsoever.

PREMIUM AND PAYMENT

7. Collection, accounting and payment of premiums written by or through Broker/Agent shall be responsibility of the Broker/Agent and Broker/Agent agrees to pay to the Company the net premium whether or not the premium has been collected by the Broker/Agent from the insured. With respect to this Agreement, net premium shall be defined as gross premium less any applicable commissions.
8. Broker/Agent shall be responsible for payment of premium. The Broker/Agent shall be primarily liable to the Company for the full amount of the premiums less commission, including but not limited to additional premiums developed under audits or retrospective penalties, on every insurance contract placed. Premium will be due and payable as indicated in the invoice and may vary based upon the credit terms of the issuing company. Otherwise, premiums are remitted no later than the 10th day of the first succeeding month after the effective date of such contract.
9. If Broker/Agent advances premiums on behalf of clients, full responsibility therefore is assumed by Broker/Agent.
10. Itemized statements of money due shall be prepared monthly by Company.
11. Statement balances due the Company or Broker/Agent shall be payable not later than thirty (30) days after the effective date of coverage.
12. The omission of any item(s) from a monthly statement shall not affect the responsibility of either party to account for and pay all amounts due to the other, nor prejudice the rights of either party to collect all such amounts due from the other.
13. The Company shall have access at all reasonable times to Broker/Agent books and records for the purpose of determining any fact relating to money due the Company on business placed by the Broker/Agent.
14. Broker/Agent acknowledges that coverages affected by the Company at the request of the Broker/Agent are not subject to flat cancellations. All policies are subject to a minimum earned premium.

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15. The Broker/Agent shall promptly refund to the Company commissions on cancelled liability on reductions or refunds in premiums, in each case at the same rate at which such commissions were paid.

TERMINATION OF AGREEMENT

16. The Agreement shall terminate automatically, without notice, in the event the Broker/Agent license or authorization to engage in an insurance business is terminated or suspended by any public authority or process of law.
17. The Agreement shall terminate automatically on the effective date of the sale or transfer of the Broker/Agent's business or its consolidation with a successor firm, unless prior written consent for such change is obtained from the Company.
18. The Agreement shall terminate immediately upon either party giving notice to the other in the event of abandonment, insolvency, bankruptcy or gross or willful misconduct on the part of such other party.
19. The Agreement may be terminated by either party upon written notice to the other mailed or delivered not less than thirty (30) days in advance of the effective date of termination, subject to the provision of law requiring longer notice.
20. In the event of termination by either party, the outstanding unexpired contracts of insurance shall be continued in force, subject to the Company's normal underwriting standards and the Company and the Broker/Agent shall continue to comply with the terms of this Agreement to permit the orderly servicing of such contracts of insurance until their expiration or termination.

HOLD HARMLESS

21. The Broker/Agent agrees to hold the Company harmless from any and all claims, suits, damages and all other expenses (including attorney's fees and expenses) arising out of or resulting from, any breach by Broker/Agent of this Agreement, any misrepresentation by Broker/Agent relating directly or indirectly to policies written by Broker/Agent and any error or omission by Broker/Agent relating to any insurance covered by this Agreement.
22. The Broker/Agent agrees to be responsible for the acts or omission of any person who may be employed or associated with the Broker/Agent, including any person licensed or appointed by the Company at the request of the Broker/Agent, as fully as though said acts or omissions were performed by the Broker/Agent.
23. Broker/Agent warrants and represents that it has in force Errors & Omission coverage with a minimum per occurrence of \$_____. A certificate as evidence of such coverage is transmitted contemporaneously herewith.

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GENERAL CONDITIONS

24. This Agreement supersedes any and all previous Agreements, including Amendments thereto, whether oral or written, between the Company and the Broker/Agent.
25. The Agreement may be amended or revised only in writing accepted by both the Broker/Agent and the Company.
26. This Agreement shall not extend to the benefit of any successor in interest of the Broker/Agent nor may any interest under this Agreement be assigned by the Broker/Agent without the prior written consent of the Company, but such consent shall not be unreasonably withheld.
27. The Broker/Agent is an independent contractor. Neither the term "agent" nor anything contained herein, nor any of the rules, regulations or practices of the Company shall be construed as creating the relationship or employer and employee between the Company and the Broker/Agent.
28. No failure of the Company to insist on strict compliance with this Agreement, or to exercise any right under it, shall be a waiver of said rights.

GOVERNING LAW

29. The provisions of this Agreement are to be construed in accordance with the law of the State/ Commonwealth of Pennsylvania, suits against the Company may only be brought in the State/ Commonwealth of Pennsylvania.

CONFORMITY TO STATUTE

30. Should any provision in this Agreement be deemed to be in conflict with state or local laws or regulations, such provision is hereby amended to conform to said law or regulation, without abrogating the remainder of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, the day and year set forth above:

THE COMPANY

BROKER/AGENT

By: _____
Name/Title

By: _____
Name/Title

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