

The Number One Insurance Agency, Inc. Broker's Agreement

This agreement, made this _____ day of _____, 200____ between The Number One Insurance Agency, Inc.,
(day) (month)
a Massachusetts corporation with offices at 137 Pennsylvania Avenue, Framingham, MA 01701, representatives, successors and
assigns (and their heirs, if individuals) ("Number One") and ("Broker") _____ of
(agency name)
_____, state of _____ ("Licensing State").
(address)

Witnesseth that:

Number One hereby grants authority to the Broker to submit for insurance coverage, risks located in the Licensing State under insurance programs available through Number One and the insurance companies set forth in the attached schedules hereof ("Companies"). This authority is subject to laws of the Licensing State in which such Broker is authorized to write insurance business and to the terms and conditions hereinafter set forth.

It is Hereby Agreed between Number One and the Broker as follows:

1. Broker's Responsibilities

1.1 The Broker agrees to maintain membership with the Massachusetts Association of Insurance Agents (MAIA).

1.1.1 If the broker chooses not to maintain membership, The Number One Insurance Agency will continue to service any existing policies of the broker but will not allow any new business to be processed.

1.2 The Broker agrees to maintain a MA Producer's insurance license in the Licensing State for property and casualty insurance and to adhere to the laws and responsibilities that apply. A copy of said license shall be submitted with this Agreement. Subsequent renewals of said license will be submitted to Number One in a timely manner.

1.3 Shall allow Number One to verify E & O coverage required in section 9.1.3 with the carriers we provide to our members (Westport, Utica, etc.) or will provide Number One with a copy of your policy's declaration or Certificate of Insurance upon renewal yearly.

2. Premium Remittance

2.1 It is agreed and understood that for any programs requiring premiums to be collected by the Broker are held in trust and that such premiums are the property of Number One and the Companies, that the Broker has no interest in the premiums collected by him and shall make no deductions there from before paying same to Number One, except for commissions authorized in writing.

2.2 Specific Premium remittance instructions are set forth in the attached schedules.

2.3 Should the Broker fail to pay Number One or the Companies any premiums when due, including those incurred by audits or interim reports, then the Broker agrees to bear any collection or other expenses, including reasonable attorney fees and costs, expended by Number One or the Companies to enforce collection from the Broker to the extent allowed by law. Interest will be charged on unpaid premiums at a rate of fifteen percent (15%) per annum or the highest rate permitted by law. Any earned premium owed by the Broker to Number One or the Companies will be offset with earned commissions owed to the Broker by Number One or the Companies.

2.4 If the Broker has failed to account for and pay to Number One or the Companies immediately upon demand, all premiums for which he may be liable, all records and use and control of expirations shall be vested in Number One and the Broker agrees to execute any documents necessary to formally place the title thereto in Number One. Number One likewise shall have the immediate right thereafter, at its discretion to sell, transfer, assign or otherwise handle and control the business and expirations covered by this contract to satisfy in whole or in part the obligations of the Broker to Number One or the Companies.

3. Commissions

3.1 Commission shall be as indicated in the Schedules attached to this Agreement. Commissions may be changed by Number One upon written notice to the Broker.

3.2 A return commission calculated at the same rate as the original commission thereon shall be deducted from each return premium including cancellations ordered by Number One.

4. Binding Authority: In no event may the Broker bind Number One or any of the Companies on any risk or endorsement thereto.

5. Expenses: Number One shall not be responsible for any expenses of the Broker.

6. Notification of Claims

The Broker agrees to cooperate fully with Number One and the Companies to facilitate the investigation and adjustment of any claim when requested and in the manner requested by Number One/the Companies and under any such rules and regulations as may be agreed upon from time to time. The Broker shall not appoint an adjuster or attorney to represent Number One or the relevant Insurance Company (ies) set forth in the attached Schedules hereto on any claim without the permission of Number One and the relevant Insurance Company (ies) set forth in the attached Schedules.

The Number One Insurance Agency, Inc. Broker's Agreement

7. Termination

- 7.1 This agreement may be terminated upon written notice, in the event there has been violation of either Number One or the Broker's fiduciary responsibility, and /or insolvency, threat of insolvency, fraud, abandonment, willful, gross or negligent misconduct, as it relates to this agreement, including the termination or suspension of either Number One's or the Broker's license.
- 7.2 This agreement will be continuous and may be terminated by either party at any time by 10 days written notice. In the event of termination, the Broker's records, use and control of expirations shall remain the property of the Broker and shall be left in his possession except as provided under Section 2 hereof.

8. Ownership of Expirations: The use and control of expirations, and the records thereof, shall remain in the undisputed possession and ownership of the Broker, except as provided under Section 2 hereof.

9. Indemnification

9.1 The Broker:

- 9.1.1 Is not an employee of Number One, but is an independent contractor.
- 9.1.2 Shall indemnify Number One for any fines or penalties assessed against Number One by governmental authorities arising solely as a result of the actions, inactions or transactions of the Broker or parties affiliated with or under the direction of the Broker. The Broker shall provide immediate repayment to Number One for any liability incurred by reason of the forgoing.
- 9.1.3 Shall maintain, at its own expense, Errors & Omissions insurance with minimum limits of \$1,000,000 each claim, \$1,000,000 aggregate. In the event the Broker purchases a combined single limit (CSL) policy, the minimum limit shall be \$1,000,000.

9.2 Number One shall indemnify the Broker for any fines or penalties assessed against the Broker or by governmental authorities arising solely as a result of the actions, inactions or transactions of Number One or parties affiliated with or under the direction of Number One. Number One shall provide immediate repayment to the Broker for any liability incurred by reason of the forgoing.

10. Arbitration Clause: The following procedure will be followed in the event of a disagreement or dispute involving the interpretation of this agreement or the performance or non-performance of Number One and the Broker:

- 10.1. The Parties will make a good faith effort to establish a meeting for the purpose of settling unresolved disputes.
- 10.2. If Number One and the Broker are unable to resolve their conflict within 30 days, the controversy will be resolved by arbitration in accordance with the commercial rules adopted by the American Arbitration Association.
- 10.3. All unresolved disputes with regard to the conditions of this agreement will be decided by a panel of three (3) disinterested arbitrators. The party who desires arbitration will appoint one (1) disinterested arbitrator and will furnish written notice of the appointment to the other party. Within 10 days thereafter, the other party will appoint one (1) arbitrator. The two (2) appointed arbitrators will, within 15 days thereafter, together select a third arbitrator who will be designated as the presiding officer of the panel. If the appointed arbitrators fail or refuse to choose a third arbitrator within 30 days after having been appointed, the third arbitrator will be chosen by the American Arbitration Association.
- 10.4. The decision of a majority of the panel will be binding on Number One and the Broker without right of appeal, and may be enforced by a court having jurisdiction over this Agreement. The determination of the panel must be in writing and bear the signatures of a majority of the arbitrators.
- 10.5. Expenses of arbitration will be shared on an equal basis by Number One and the Broker. Arbitrators shall have the right to select one party for a greater amount of the expenses should it be found that the party did not initially make a good faith effort to resolve the dispute on an informal basis.

This Agreement supersedes and voids all previous agreements, written or oral, existing between Number One and the Broker for the insurance program subject to this agreement.

Dated and Effective this _____ day of _____, 200____.

(day) (month)

Broker Name: _____
(Agency Name)
Tax ID#: _____

The Number One Insurance Agency, Inc.

By: _____
(Agent Name/Signature)

(Title)

By: _____
Francis A. Mancini, Esq.

Be sure to enclose: A copy of your MA Broker's License

Revised 04/06

The Number One Insurance Agency, Inc. Broker's Agreement

The Number One Insurance Agency, Inc. Insurance Products Commission Schedules

**Schedule A
RLI Insurance Company**

<u>Personal Umbrella</u>		<u>In-Home Business Program</u>		<u>Commercial Umbrella</u>	
New Business	10%	New Business	12%	New Business	12%
Renewal Business	10%	Renewal Business	12%	Renewal Business	12%

Original Application and Full Premium Checks should be submitted to The Number One Insurance Agency
We accept: Insured's & Agency's checks made payable to either RLI or Number One Insurance.

**Schedule B
Worker's Compensation Markets**

<u>Hartford Insurance Company</u>		<u>Alternative Market</u>		<u>St. Paul</u>	
New Business	8%	New Business	5%	New Business	8%
Renewal Business	7%	Renewal Business	5%	Renewal Business	8%

**Schedule C
Westport's Lawyer's Professional Liability Program**

New Business	9%
Renewal Business	9%

All broker's will be notified by The Number One Insurance Agency in writing if at any time there is a change in markets, products and or commission schedules.

This schedule is a part of the Number One Insurance Agency, Inc. Broker's Agreement

Agency Contact Information Sheet

Please print clearly.

Broker/Agency: _____

E & O Carrier & Limits: _____ Exp. Date: _____

Contact Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

Thank you!

Revised 04/06