



Tobe Gerard Insurance LLC



**MAIA AGENCY
BUSINESS REFERRAL AGREEMENT**



AGREEMENT made by and between Tobe Gerard Insurance, LLC, with its principal place of business in Natick, Massachusetts, and the undersigned insurance agency, agent, or broker (the “Agency”).

WHEREAS, Tobe Gerard Insurance, LLC has expertise in the sale and servicing of Long Term Care Insurance, and

WHEREAS, Tobe Gerard Insurance, LLC desires to provide such Long Term Care Insurance expertise to customers of the Agency through a business referral arrangement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

WITNESSETH:

1. If the Agency has a MA Health Producer’s License and is approved by insuring carrier for an appointment to sell Long Term Care Insurance, Tobe Gerard Insurance, LLC will include the Agency as one of the producers on all applications submitted for Long Term Care Insurance that have been referred by the Agency. The Agency would then share in the commission on these policies at a rate of 50%.

2. In the event that the Agency shall desire to refer any one or more Referred Customers to Tobe Gerard Insurance, LLC for the purpose of purchasing Long Term Care Insurance, the Agency shall do so in writing. The use of E-mail is considered to be in writing. Said writing shall identify the Referred Customer, including name, address,

telephone number and such other pertinent information as may be useful to Tobe Gerard Insurance, LLC in the sales process.

3. Upon receipt of such referral, Tobe Gerard Insurance, LLC and the Agency shall cooperate with each other in planning an effective approach to such Referred Customer, which Tobe Gerard Insurance, LLC shall carry out alone or with a representative of the Agency, as the Agency may desire. Thereafter, the Agency shall have no further obligation to participate in the potential sale of Long Term Care Insurance, and Tobe Gerard Insurance, LLC agrees to use its best efforts to effect the sale of Long Term Care Insurance to such Referred Customer.

4. Tobe Gerard Insurance, LLC shall be responsible for the servicing of all Long Term Care Insurance that it may sell to any Referred Customer, which it shall do in a professional and competent manner, and acknowledges that the Agency shall have no obligation or responsibility to provide any servicing of such insurance.

5. Tobe Gerard Insurance, LLC does hereby covenant and agree that, except for its rights with respect to policies of Long Term Care Insurance sold to Referred Customers as set forth herein, it shall not solicit, sell or otherwise transact or service insurance business of any nature for or on behalf of all Referred Customers other than Long Term Care Insurance. In the event a Referred Customer shall contact Tobe Gerard Insurance, LLC relative to any insurance other than Long Term Care Insurance, Tobe Gerard Insurance, LLC shall refer such a contact back to the Agency.

6. This Agreement may not be modified, revised, altered, added to, or extended in any manner, or superseded except by an instrument in writing signed by the parties hereto.

7. This Agreement shall be binding upon, and shall inure to, the benefit of the parties hereto and their successors, assigns, heirs and estates.

8. As a condition precedent to this Agreement becoming effective, the Agency shall complete all of the information required following the signatures hereon, and the Agency does hereby warrant and represent that all of the information so provided shall be accurate and complete. Additionally, should there be any change in any of such information after this Agreement shall be executed, it shall be the obligation of the Agency to notify Tobe Gerard Insurance, LLC promptly in writing of any and all of such changes, if any.

IN WITNESS WHEREOF, each of Tobe Gerard Insurance, LLC and the Agency has caused this instrument to be executed on the date set forth following their respective signatures, effective as of the date first above written; it being understood and agreed that neither party signatory hereto shall be bound hereunder until this Agreement shall be executed by both parties hereto.

Tobe Gerard Insurance, LLC

By: _____

Title: _____

Date: _____

[Full legal name of the Agency]

By: _____

Title: _____

Date: _____

**ADDENDUM TO
BUSINESS REFERRAL AGREEMENT**

1. Full legal name of Agency: _____
2. Contact Person: _____
3. Agency Address: _____
4. Agency's Fed ID # or Social Security Number
for sole proprietors: _____
5. Telephone Number: _____
6. Fax Number: _____
7. E-Mail Address: _____
8. Agency's Health Producer's License Number: _____

Please submit a copy of your Health Producer's License and Proof of MA LTC Class Requirements with this agreement.