



BROKERAGE AGREEMENT

- 1. Effective Date _____
- 2. This AGREEMENT is made as of the effective date above between Brookside General Insurance Services, Inc., and:
 Agent Broker _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____ Tax I.D. _____

Hereinafter called the "Broker"

Broker desires to secure various coverages through the facilities of Brookside General acting as general agents agrees to make facilities available to Broker for placement of such insurance on the following terms and conditions;

NOW THEREFORE, the parties hereto agree as follows:

LICENSING AND LIMITED AUTHORITY

- 1. Brookside General agrees to use its best efforts to arrange agency appointments, if required, for Broker for the express purpose of complying with agency licensing laws of the state wherein Broker resides. However, it is mandatory that Broker request in writing agency appointment for specific companies.
- 2. This Agreement confers no authority, express or implied, upon Broker to accept or to bind or obligate Brookside General or any insure(s) represented by Brookside General in any respect, whether as to risks submitted for consideration or as respects changes in the terms and conditions of any policy or binder issued by Brookside General unless Broker is specifically authorized to bind coverage by instruction contained in current published rate card or with specific written instruction from Brookside General.
- 3. Broker acknowledges that Brookside General may charge a brokerage fee on business you place through us. The brokerage services we perform on any business placed through us include, but are not limited to, searching the market for the appropriate combination of price, coverage and security for a particular risk from among the insurers we represent, or with which we have a trading relationship. Brookside General undertakes these brokerage services at your direction and for you and your client's benefit. However, you acknowledge that numerous variables go into ultimately deciding which coverage is "appropriate" for, and how each variable might be weighted by, your client.

PAYMENT OF PREMIUM

- 1. Broker agrees to pay Brookside General any and all required premiums.
- 2. Broker agrees to pay Brookside General required deposit premium upon application and the balance of premium shall be paid within 30 days of the billing date of insurance coverage, except for specifically negotiated risks that may require special deposit or credit terms and short term fully earned premiums paid in advance. If any premium is not paid when it becomes due, and collection efforts are instituted, Broker agrees to pay all collection costs and any attorneys' fees that may be incurred.

3. Broker specifically agrees that any extension of credit by him to client or to any other person is solely at Broker's own risk, and he shall pay Brookside General all sums due Brookside General when due, whether or not Broker has collected such premium. Broker is responsible for all additional premiums due as a result of audits. Furthermore, in agreeing to pay Brookside General all premiums required, Broker recognizes that it is an original undertaking on his own part, and Broker is not a guarantor or surety of another's obligation.

COMMISSIONS & PREMIUMS

1. The **BROKER** hereby guarantees all premiums due **Brookside General** on all insurance effective under this Agreement or any Addendum's to this Agreement.
2. The **BROKER** agrees to pay monies to **Brookside General** when due for all premiums, applicable taxes, brokers, policy or reinstatement fees invoiced by **Brookside General**.
3. The **BROKER** also agrees to return unearned commission to the insured or premium finance company (whichever is applicable) when due.

BINDING AUTHORITY

Broker shall have no authority to bind any risk on behalf of **Brookside General**.

ERRORS & OMISSIONS INSURANCE

Broker warrants to **Brookside General** that Errors & Omissions Insurance is carried and is in force at the time this agreement is signed. **Broker** also agrees to provide a copy of policy or other evidence of coverage within 30 days of such request and/or the date this agreement is consummated. The **Brookside General** will be the sole judge as to whether the carrier, coverage afforded and limits carried is acceptable.

INDEMNIFICATION

1. **Broker** agrees to hold harmless **Brookside General** and any applicable insurance carrier represented by the **Brookside General**, from any and all negligent or wrongful acts, errors, omissions or conduct by the **Broker** or any agent on behalf of the **Broker** that would result in financial loss to **Brookside General** or the applicable insurance carrier.
2. **Brookside General** agrees to hold harmless **Broker**, from any and all negligent acts, errors, omissions or conduct by **Brookside General** that would result in a financial loss to the **Broker**.

BROOKSIDE GENERAL INSURANCE SERVICES, INC. LICENSE # OG38917
Managing General Agents & Surplus Lines Brokers
www.brooksidegeneral.com
1341 W. Robinhood Dr. Suite A-3 - Stockton, Ca 95207
T (209) 476-8022 F (209) 476-8008

FAX CONSENT FORM

Broker authorizes **Brookside General** permission to fax and/or E-mail unsolicited commercial advertisements including proposals; price quotes; insurance applications; reminders that policies are about to expire or should be renewed; notice of cancellations; descriptions of insurance coverage, including markets, classes and on-line programs offered for sale; invitations/brochures to golf tournaments and training conferences; and solicitations to sponsor events to the fax numbers and e-mail addresses listed below.

Authorized Fax Numbers

Authorized E-mail

Addresses

TERMINATION OF AGREEMENT

1. This agreement may be terminated at any time by either party hereto, by giving written notice as provided herein.
2. All notices to the parties pursuant to this Agreement shall be in writing and shall be deemed effective when personally delivered or mailed to the party at his last known address.
3. If legal action is required by Brookside General to enforce this agreement, Brookside General shall be reimbursed from the Broker for all attorney’s fees, costs and necessary disbursements, in addition to any other relief of which Brookside General is entitled.

In witness wherein, this agreement has been executed by the parties signing below:

Broker Firm Name _____

Broker Signature _____

If Corporation, Officer’s Signature _____

Print Name _____ Date _____

Brookside General Insurance Services, Inc.

By _____ Title _____

Date _____

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