



BROKERAGE AGREEMENT

This Brokerage Agreement (“Agreement”) is entered into by and between

Brokerage Firm: _____

- Individual
- Partnership
- Corporation
- LLC
- Other: _____

Broker Address: _____

Name: _____

Phone: _____ Fax: _____ E-Mail: _____

referred to as “Broker” and Equisure, Inc. (“Equisure”) with respect to insurance facilities offered through Equisure, as of this _____ day of _____, 20 ____.

☞ Equisure is a licensed insurance producer and surplus lines broker in the business of placing contracts of insurance with various insurers;

☞ Broker is a licensed property & casualty producer in good standing in each state in which it conducts business, and may from time-to-time request Equisure to assist in obtaining access the various facilities offered through Equisure.

☞ In consideration of the promises, mutual covenants, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. This Agreement shall govern the relationship between Equisure and Broker with respect to all contracts of insurance obtained at the request of Broker.
2. Broker represents and warrants to Equisure that Broker is licensed as a property & casualty insurance producer in each state in which the Broker transacts or intends to transact business and that Broker shall continue to be so licensed during the duration of this Agreement and for a period corresponding to any applicable statute of limitations after termination of this Agreement with respect to all insurance business that Broker shall submit to Equisure. A copy of said license shall be provided by Producer to Equisure prior to or simultaneous with the signing of this Agreement and, from time-to-time during the term of this Agreement, upon request.
3. Broker warrants to Equisure that Broker maintains and shall continue to maintain in force during the term of this Agreement and for a period corresponding to any applicable statute of limitations after the termination of this Agreement, Insurance Brokers/Agents Errors and Omission Insurance at limits of no less than \$1,000,000 each occurrence/\$1,000,000 annual aggregate.
4. Nothing herein contained shall be construed to require Broker to obtain insurance through Equisure or to require Equisure to accept orders for insurance from Broker. This Agreement shall not constitute an employment agreement between Equisure and Broker and shall not be construed as such. Equisure shall be the sole judge of whether it will attempt to place risks submitted by Broker and shall incur no liability for failure to place any risk or to provide the coverage(s) or any part of a requested coverage. Nothing contained in this Agreement shall be construed to constitute Broker as agent for Equisure in any respect, and Broker shall have no authority to, and agrees that it will not, make representations on behalf of Equisure or obligate Equisure to Broker’s insureds, to insurers represented by Equisure or to any other third-parties.
5. If coverage is placed in the surplus lines or non-admitted market, Broker is responsible for documenting diligent search requirements, and compliance with applicable insurance law. Producer confirms and represents that for any placement and renewal made pursuant to the Brokerage Agreement that Producer has made a diligent effort to locate insurance



coverage pursuant to applicable state insurance law and regulation in the state where the risk is resident; and that Broker maintains written documentation of diligent efforts to secure such insurance.

6. This Agreement shall continue to be binding and in full force and effect regardless of any change what-so-ever in Broker's form of organization. If the Broker's business is sold to, transferred to, assigned to, experiences a change of control involving, or merged into, in whole or in significant part, a third party, this Agreement will terminate, unless Equisure consents to the sale, transfer, assignment or change of control.
7. This Agreement shall continue in effect until terminated by either party upon written notice to the other party, with termination to be effective upon the date stated in such notice, which date shall be no less than thirty (30) days after the date the written notice is sent. Notwithstanding such termination, this Agreement shall continue to apply to all contracts of insurance requested by Broker through Equisure prior to the effective date of termination.
8. Under this Agreement Broker may only submit applications for attempted placement by Equisure. Broker further agrees that it has no authority, either implied or actual, without the prior written consent of Equisure to:
 - a. Bind any risk or to issue any binder, policy endorsement, or certificate on behalf of Equisure or any insurer;
 - b. Waive or to extend any insurance application or insurance policy conditions or to make, vary, or discharge any policy contract; or
 - c. Extend the time for payment of premium.
9. Broker shall own all insurance business of the Broker's insured's subject to this Agreement and the use and control of all expirations with respect to insurance obtained through Equisure except that if Producer shall at any time default in any of its material obligations hereunder, Equisure shall have the right, in its sole discretion so long as such default shall continue, to the exclusive use and control of any such expirations and to apply any proceeds there from to the fulfillment of such obligations of Broker as Equisure may see fit and necessary.
10. Broker shall obtain authority and a deposit from Broker's insured prior to submission of any application. Broker is not authorized to execute any application for insurance on behalf of any insured.
11. Broker shall remit to Equisure within fifteen (15) business days all premiums, fees and taxes due with respect to contracts of insurance offered to Broker's Insured's through Equisure whether or not Broker shall have collected such premiums, taxes and fees from the Insured. Broker agrees that any extension of credit by Broker to the insured is solely at Broker's own risk.
12. If Broker fails to pay any monies due Equisure under this Agreement, Broker shall be deemed to assign to Equisure as security all sums due or to become due Producer from the insured, with unrestricted authority granted to Equisure to demand and collect the same. On premiums so collected by Equisure, Broker shall be entitled to no commission whatsoever.
13. Cancellation or rescission of a contract of insurance by an insurer terminates the Broker's right to any commissions. Broker shall not be entitled to any flat cancellation, unless authorized or agreed to in advance in writing by Equisure. In the event of a cancellation of a contract of insurance placed under this Agreement, Broker shall be liable to Equisure for the full amount of any earned premium and taxes (if any) thereon, whether or not Broker has collected such premium and taxes from the insured.
14. Broker shall have no authority to administer any claim. Broker shall immediately notify Equisure and the appropriate insurer(s) of the occurrence of any claim which Broker shall undertake to do immediately upon knowledge or notification of same. This Section 14 shall survive termination of this Agreement and shall continue to apply so long as any contract of insurance placed under this Agreement remains in full force and effect.
15. Broker understands that in the event Broker or any of Broker's sub-producers, representatives, agents or affiliates are named in litigation related to this Agreement that neither Equisure nor any of its insurance facilities shall be obligated to defend, indemnify, or hold Broker or any of Broker's sub-producers, representatives, agents or affiliates harmless from such litigation.
16. Notwithstanding No. 15, above, the parties shall hold one-another harmless in connection with the: (i) negligence of a party hereto, or its employees or representatives, in discharging its obligations to the other party; (ii) failure by a party, or its employees or representatives to comply with any applicable information privacy laws; and/or (iii) any failure by a party, or its employees or representatives to perform its obligations under or relating to this Agreement.



- 17. Equisure may assign its rights and obligations under this Agreement, in full or in part, to any of its sister, parent or affiliated corporations without the consent of the Broker.
- 18. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, whether written or oral.
- 19. Producer agrees to submit to the jurisdiction and venue of the courts of the State of Colorado in the event of any dispute or disagreement arising under this Agreement. This Agreement shall be interpreted under the laws of the State of Colorado. The invalidation of any provision(s) herein shall not be deemed to invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties have executed this Brokerage Agreement as of the date and year first above written:

Equisure, Inc.:

Diane Leshner, President Date

Broker:

Printed Name	Position	Date
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Signature

Mark the Appropriate Category:

- Proper execution requires that if the Producer is doing business as an individual, he must personally and in his or her individual capacity sign the Agreement in his or her own name and not in his or her name as an Agent.
- If the Producer is a partnership or co-partnership, this Agreement must be executed by the firm and by each member thereof personally and in his or her individual capacity.
- If the Producer is a corporation, this Agreement must be executed by a duly authorized corporate officer.