

BROKERAGE AGREEMENT

This Agreement made and entered into this day, _____ by and between CARE Professional Liability Association and Risk Retention Group, hereinafter referred to as "CARE" and

(licensed by the State(s) of _____ and/or as an Insurance Agency under License number _____ and Brokering Agent number _____), hereinafter referred to as "**BROKER.**" FEIN #: _____

WITNESSETH, in consideration for CARE expending time, money and the rendering of valuable services in placing risks from time to time hereafter for BROKER with an insurer or insurers, and mutual promises and covenants hereinafter set out:

- (1) **BROKER** acknowledges that he/she is the Agent of the Insured and has no authority to bind CARE or any of its principals or insurers.
- (2) No insurance contract may be returned to CARE by BROKER for flat cancellation unless it is returned prior to the inception in accordance with the cancellation provisions of such contract.
- (3) In consideration of commission allowed BROKER on all premiums, and additional premiums, BROKER agrees to pay CARE the commission on all return premiums at the same rate such commissions were originally retained.
- (4) The furnishing of promotional materials including, but not limited to, kits, applications, rate schedules, specimen policies, brochures, advertising or any other material by CARE to the BROKER does not create or imply an agency relationship or binding authority between CARE and the BROKER.
- (5) BROKER agrees to keep complete records and accounts of all transactions pertaining to this agreement and to permit CARE to inspect all records pertaining to business transacted under this agreement upon reasonable notice.

This agreement shall apply to current policies already placed and in force at the date hereof and all future policies which may be placed by CARE for BROKER. This agreement constitutes the full and complete contract between CARE and the BROKER. Neither party has relied upon any oral representation not included herein. Any amendment to this agreement shall be made only with the written consent of both parties and attached hereon through addendum. This agreement may be canceled at any time by written notice of either party to the other, but said cancellation shall not alter in any way the continued application of this agreement to insurance policies affected prior to the date of such cancellation. This agreement shall be governed by the law of the Commonwealth of Kentucky and the BROKER hereby consents to the jurisdiction of the Kentucky Courts.

Broker/Agent _____
 Signature _____
 Title: _____ SS# _____
 Errors & Omissions Carrier _____ Date: _____
 Address: _____ City _____ St _____ Zip _____
 Phone: _____ Fax: _____ Email: _____

Return to Teresa A. Tross, Vice President, Director of Underwriting
 Fax: 502-895-6406 / Email: teresa@care-ins.com
 Mail: CARE RRG 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222

CARE Risk Retention Group: _____
 Teresa A. Tross, Vice President, Director of Underwriting Date _____