



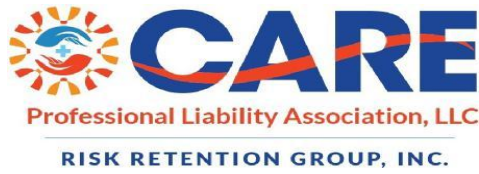
RISK RETENTION GROUP, INC.

BROKERAGE AGREEMENT

This Brokerage Agreement (the "Agreement") made and entered into this day, _____ by and between CARE Professional Liability Association, LLC and CARE Risk Retention Group, Inc., hereinafter referred to as "**CARE**" and _____, hereinafter referred to as "**BROKER**" _____ (licensed by the State(s) of _____ and/or as an Insurance Agency under License number _____ and Brokering Agent number (if applicable) _____, 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 it is not the Agent of, and has no authority to bind **CARE** or any of its principals or insurers. **CARE** acknowledges **BROKER**'s sub-producers may issue certificates of insurance as proof of insurance for policies issued pursuant to this Agreement.
- (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. **CARE** will issue notice of cancellation for non-payment of premium in accordance with its and its insurers policies and procedures or as may be requested by the **BROKER**.
- (3) In consideration of commission allowed **BROKER** on all premiums, and additional premiums, **BROKER** agrees to pay **CARE** the unearned commission on all return premiums at the same rate such commissions were originally retained. Unless otherwise agreed or an installment agreement is in place, all commissions are due within 30 days of the inception of the policy. **CARE** acknowledges **BROKER** may charge broker's fees in conjunction with the placement of insurance policies pursuant to this Agreement. **BROKER** may retain any and all interest or investment income generated while holding premium funds pursuant to this Agreement.
- (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 and at **CARE**'s sole expense.
- (6) **BROKER** agrees to maintain, at **BROKER**'s expense, all appropriate licenses to authorize the **BROKER** to sell insurance offered under the agreement. The **BROKER** shall provide documentation of said licenses to **CARE** upon request. Failure to respond to such a request will result in withheld commission payments as no commission can be paid to any unauthorized party. **CARE** agrees to maintain, at **CARE**'s expense, all appropriate state registrations to authorize **CARE** to sell insurance offered under the agreement. **CARE** shall provide documentation of said state registrations to **BROKER** upon request. Failure to respond to such a request will result in withheld commission payments as no commission can be paid to any unauthorized party.
- (7) **BROKER** is responsible for the negligent acts, omission, commissions and return commissions and those of the **BROKER**'s employees, as fully as though said acts were performed by the **BROKER**. The **BROKER** agrees to carry



errors and omissions insurance covering business written under this Agreement. The **BROKER** shall provide proof of such coverage to **CARE** upon reasonable request. If the **BROKER** fails to provide such proof, **CARE**, at its' option, may terminate this Agreement. **CARE** is responsible for the negligent acts, omission, commissions and return commissions and those of **CARE**'s employees, as fully as though said acts were performed by **CARE**. **CARE** agrees to carry errors and omissions insurance covering business written under this Agreement. **CARE** shall provide proof of such coverage to **BROKER** upon reasonable request. If **CARE** fails to provide such proof, **BROKER**, at its' option, may terminate this Agreement.

During the term and upon termination of this Agreement, **BROKER**'s records, and the use and control of expirations shall remain the property of **BROKER** and be left in its undisputed possession. This Agreement shall apply to all future policies which may be placed by **CARE** for **BROKER**. This Agreement constitutes the full and complete contract between **CARE** and the **BROKER** with regard to the subject matter herein. 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 supersedes all previous agreements concerning the business of insurance between the **CARE** and the **BROKER**. 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: _____

CARE Professional Liability Association, LLC

CARE Risk Retention Group, Inc.: _____

Teresa A. Tross, Vice President, Director of Underwriting